

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**

**FEDERAL D. GLOVER, CHAIR**, 5TH DISTRICT  
**KAREN MITCHOFF, VICE CHAIR**, 4TH DISTRICT  
**JOHN GIOIA**, 1ST DISTRICT  
**CANDACE ANDERSEN**, 2ND DISTRICT  
**DIANE BURGIS**, 3RD 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 TWO (2) MINUTES.

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

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

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

**AGENDA**  
**January 17, 2017**

**9:00 A.M. Convene, Call to order and opening ceremonies.**

Inspirational Thought- "Faith is taking the first step even when you can't see the whole staircase"  
~ Dr. Martin Luther King, Jr.

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.63 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 January 2017 as Eligibility Worker Month. (Kathy Gallagher, Employment and Human Services Director)
- PR.2** PRESENTATION honoring James Rivers for his service to Contra Costa County and for being awarded the Jefferson Award for Public Service. (Todd Billeci, Chief Probation Officer)

**DISCUSSION ITEMS**

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

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

- D. 3** Acting as the Board of Directors for the Weidemann Ranch Geological Hazard Abatement District (GHAD), CONSIDER accepting tabulation of ballots and any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch GHAD, as recommended by Patricia E. Curtin, GHAD Attorney and General Manager.
- D. 4** ACCEPT presentation of draft technical study of Community Choice Energy options for possible implementation by the County and participating cities, as recommended by the Internal Operations Committee. (Supervisor Gioia; Jason Crapo, Conservation and Development Department)

**9:30 A.M.**

- D. 5** HEARING on an appeal of the County Planning Commission's decision to approve a development plan and tree permit for a new single-family residence at 192 High Street in the Pacheco area. (Shahin Sharifi and Frank Sadighpour, Owner/Applicant; Tami Welcome, Appellant). (Lashun Cross, Conservation and Development Department) (100% applicant fees)
- D. 6** HEARING to consider adopting Ordinance No. 2017-03 to extend an urgency interim ordinance for one year to prohibit various activities related to the cultivation, delivery and sale of marijuana, and DIRECT staff to schedule a workshop before the Board to consider long term regulatory options, as recommended by the Conservation and Development Director. (John Kopchik, Conservation and Development Director)
- D. 7** CONSIDER accepting Year-End reports on the County's 2016 legislative programs, adopting the Proposed 2017 State and Federal Legislative Platforms, and providing further direction to staff and legislative advocates regarding legislative advocacy efforts. (Lara DeLaney, Senior Deputy County Administrator)
- D. 8** CONSIDER adopting a position on Assembly Bill 1 (Frazier/11th Assembly District) which will increase revenues for transportation infrastructure purposes through tax and fee increases, streamline project delivery through environmental review process revisions, and other protective actions relative to transportation revenue, as recommended by the Transportation, Water, and Infrastructure Committee. (John Cunningham, Conservation and Development)
- D. 9** CONSIDER adopting Resolution No. 2017/6 approving the Memoranda of Understanding with SEIU Local 1021 Rank and File and Service Line Supervisors Units, for the period of July 1, 2016 through June 30, 2019. (David Twa, County Administrator)



**D.10** CONSIDER adopting Resolution No. 2017/23 approving the Memoranda of Understanding between Contra Costa County and Public Employees Union Local One and Public Employees Union Local One CSB-Site Supervisor Unit, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2016 through June 30, 2019; and APPROVE modification of the effective date of Personnel Resolution No. 21946. (David Twa, County Administrator)

**D.11** CONSIDER adopting the FY 2017/18 Recommended Budget development schedule. (David Twa, County Administrator)

D. 12 CONSIDER reports of Board members.

**11:00 a.m.**

**Contra Costa County 39th Annual Dr. Martin Luther King, Jr. Commemoration and Humanitarian of the Year Awards Ceremony.**

*ADJOURN*

## CONSENT ITEMS

### Road and Transportation

**C. 1** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute, on behalf of the County, deeds granting access rights to Jeremy and Diane Beasley, and to Balfour Group, a general partnership, in exchange for their relinquishment of other access rights to the County, for the Balfour Road Shoulder Widening Project, Brentwood area, as recommended by the Public Works Director. (No fiscal impact)

### Engineering Services

**C. 2** ADOPT Resolution No. 2017/10 accepting completion of the warranty period for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for road acceptance RA09-01245, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

### Special Districts & County Airports

- C. 3 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Richard Cunningham for a shade hangar at Buchanan Field Airport effective January 1, 2017 in the monthly amount of \$177.07. (100% Airport Enterprise Fund)
- C. 4 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract with Mead & Hunt for the period of January 18, 2017 through January 17, 2019 to perform the design engineering for the Buchanan Field Airport Runway 14L/32R Rehabilitation project. (100% Airport Enterprise Fund)

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

- C. 5 DENY claims filed by Eduardo Buenrostro and Diana Reyes, Christopher Burish, Damon Burks, Andres Blest, Jr., Greg Davie, Estate of Roshel Madlangbayan, Ronaldo & Sherlyn Madlangbayan, and Diane Quaid.
- C. 6 RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2016, through December 31, 2016, as recommended by the County Counsel.

### **Statutory Actions**

- C. 7 ACCEPT Board members' meeting reports for December 2016.
- C. 8 APPROVE Board meeting minutes for October, November and December 2016, as on file with the Office of the Clerk of the Board.

### **Honors & Proclamations**

- C. 9 ADOPT Resolution No. 2017/27 proclaiming January 2017 as Slavery and Human Trafficking Prevention Month in Contra Costa County, as recommended by Supervisor Glover.
- C. 10 ADOPT Resolution No. 2017/9 recognizing January 2017 as Eligibility Worker Month in Contra Costa County, as recommended by the Employment and Human Services Director.
- C. 11 ADOPT Resolution No. 2017/11 recognizing the Chinese American Cooperation Council for their dedication in the past and in the future, as recommended by Supervisor Andersen.

- C. 12** ADOPT Resolution No. 2017/14 honoring James Rivers for his service to Contra Costa County and for being awarded the Jefferson Award for Public Service, as recommended by the County Probation Officer.
- C. 13** ADOPT Resolution No. 2017/17 recognizing February 2017 as American Heart Association Month in Contra Costa County, as recommended by the Health Services Director.
- C. 14** ADOPT Resolution No. 2017/20 honoring Brenda Oum, 2017 Lafayette Marquis Business Person of the Year, as recommended by Supervisor Andersen.

### **Hearing Dates**

- C. 15** RECEIVE the 2016-2017 property tax administrative cost recovery report of the Auditor-Controller, FIX March 7, 2017 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs, and DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing and to prepare and publish the required legal notice and make supporting documentation available for public inspection, as recommended by the County Administrator.

### **Appointments & Resignations**

- C. 16** APPOINT Edirle Menezes to the Public Agency Central/South County Seat and Stacie Cooper-Roundtree to the Child Care Provider 4 - East County seat on the Contra Costa Local Planning Council for Child Care and Development, as recommended by the Family and Human Services Committee.
- C. 17** REAPPOINT Cal Robie to the Central County City 3 seat on the Affordable Housing Finance Committee, as recommended by the Conservation and Development Director.

### **Personnel Actions**

- C. 18** ADOPT Position Adjustment Resolution No. 22008 to add two Information Systems Assistant II (represented) positions in the Conservation and Development Department. (100% Land Development Fund, offset 97% by cost savings generated through contract cost reductions)
- C. 19** ADOPT Position Adjustment Resolution No. 22018 to increase hours of one part time (20/40) Mental Health Community Support Worker I-Project (represented) position to full time in the Health Services Department. (100% General Fund, budgeted)

- C. 20 ADOPT Position Adjustment Resolution No. 22019 to increase position hours of one part time (20/40) Registered Nurse–Experienced Level (represented) position to full time in the Health Services Department. (100% Third Party revenues)
- C. 21 ADOPT Position Adjustment Resolution No. 22020 to add one Substance Abuse Program Manager (represented) in the Health Services Department. (100% Third Party revenues)
- C. 22 ADOPT Position Adjustment Resolution No. 22017 to add one Mental Health Program Chief (represented) position in the Health Services Department. (100% Third Party revenues)
- C. 23 ACKNOWLEDGE modification of the CCC Public Defenders Association Unit represented by the Contra Costa County Defenders’ Association to establish a new representation unit called the Public Defender Investigators Unit to be composed of the following classifications: Public Defender Investigator Aide (6N75), Public Defender Investigator Assistant (6N7A), Public Defender Investigator I (6NWA), Public Defender Investigator II (6NVA), and Senior Public Defender Investigator Aide (6NVB), as recommended by the Employee Relations Officer.

### **Grants & Contracts**

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

- C. 24 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Refugee Health Program to set forth privacy and security requirements for the Refugee Health Electronic Information System, for the period January 1, 2017 through September 30, 2020. (Non-financial agreement)
- C. 25 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept a grant in an amount not to exceed \$200,000, from Humboldt State University Sponsored Programs Foundation for Small Business Development Center, to provide training and information services to owners and potential owners of small businesses in Contra Costa County for the period January 1 through December 31, 2017. (50% County match)
- C. 26 APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$4,500 from the Romance Writers of America to provide programming and collection development funding for the period February 1, 2017 through February 28, 2018. (No Library Fund match)

- C. 27** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the City of Antioch for the purpose of paying the County to administer the City's Housing Rehabilitation Loan and Grant Program in accordance with a specified fee schedule, for the period July 1, 2016 through June 30, 2017. (No County match)
- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment, effective December 31, 2016, with the State of California, Department of Health Care Services for the Medi-Cal Local Initiative Health Plan to extend the term from December 31, 2016 through December 31, 2020 with no change in the original payment limit of \$317,472,000. (No County match)
- C. 29** ADOPT Resolution No. 2017/19 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management Victim Services Branch, in an amount not to exceed \$175,000, for funding of the Underserved funding of the Underserved Victim Advocacy and Outreach Program for the period April 1, 2017 through March 31, 2018. (100% State)
- C. 30** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment, effective January 1, 2017, with California Department of Community Services and Development for the Low Income Home Energy Assistance programs, to extend the term from January 31 through September 30, 2017 with no change to payment limit of \$3,907,748. (No County match)

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

- C. 31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Social Service Staffing & Recruiting, Inc., to increase the payment limit by \$500,000, to a new payment limit of \$599,000, to assist with the projected department need for qualified temporary social workers for clients of Children and Family Services programs with no change to the original term October 15, 2016 through June 30, 2017. (10% County, 45% State, 45 % Federal)
- C. 32** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Crowne Plaza Hotel Concord in an amount not to exceed \$6,000 for the Foster Parent Recognition Retention Support Program, Caregiver Appreciation Recognition event scheduled for May 4, 2017. (100% State)

- C. 33** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc., to increase the payment limit by \$1,279,673 to a new payment limit of \$3,549,538 for additional software licenses and software support for Compass Pilot, the Employment and Human Services Department's document management system, for the period February 1, 2017 through January 31, 2018. (10% County, 45% State, 45% Federal)
- C. 34** APPROVE and AUTHORIZE the Auditor-Controller to pay up to \$3,849 to Wilma Lott Catering \$1,613.94; Sunrise Bistro \$1,094.10; and The Mediterranean \$1,140, for the purchase of food and beverage for Workforce Services Bureau technical training for the period November 1 through Number 10, 2016. (100% County)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jon Whalen, M.D., in an amount not to exceed \$526,080 to provide outpatient psychiatric services for the period February 1, 2017 through January 31, 2018. (50% Mental Health Realignment and 50% Federal Financial Participation)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Yaron Friedman (dba Yaron Friedman, M.D., Inc.), in an amount not to exceed \$850,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members, for the period January 1, 2017 through December 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II )
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Pablo Optometric Center, Inc., in an amount not to exceed \$150,000 to provide optometry services for Contra Costa Health Plan members for the period January 1, 2017 through December 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Firm Revenue Cycle Management Services, Inc., in an amount not to exceed \$120,000 for billing services to process out-of-state Medicaid claims for the period February 1, 2017 through January 31, 2018. (100% Hospital Enterprise Fund I)
- C. 39** APPROVE and AUTHORIZE the Director of Risk Management to execute a contract with Contra Costa County Schools Insurance Group in an amount not to exceed \$198,500 to perform medical billing reviews for the period January 1 through December 31, 2017. (100% Workers' Compensation Internal Service Fund)

- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Edward Y. Tang, M.D., Inc., in an amount not to exceed \$400,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers, for the period March 1, 2017 through February 28, 2018. (100% Hospital Enterprise Fund I)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Armen Serebrakian, M.D., in an amount not to exceed \$350,000 to provide otolaryngology services to Contra Costa Health Plan members for the period January 1, 2017 through December 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 42** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Wright Medical Technology, Inc., in an amount not to exceed \$400,000 for orthopedic implants and supplies to be used at the Contra Costa Regional Medical Center, for the period February 1, 2017 through January 31, 2019. (100% Hospital Enterprise Fund I)
- C. 43** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with American Messaging Services, Inc., in the amount of \$160,000 for the rental of pagers used by staff at the Contra Costa Regional Medical and Health Centers for the period January 7, 2017 through January 6, 2019. (100% Hospital Enterprise Fund I)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pathways to Wellness Medication Clinic in an amount not to exceed \$448,780 to provide mental health services to children and adults, for the period January 1 through June 30, 2017. (50% Federal Financial Participation; 50% County Realignment)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Delta Personnel Services (dba Delta Security Agency) in an amount not to exceed \$352,460 to provide security guard services at county facilities, for the period January 1 through December 31, 2017. (56% Hospital Enterprise Fund I; 44% Whole Person Care Grant)
- C. 46** APPROVE and AUTHORIZE the Clerk-Recorder to execute a contract with the California Electronic Recording Network Authority (CERTNA) in an amount not to exceed \$240,000 to continue participation in CERTNA's Electronic Recording Delivery System (ERDS), which will enable the department to accept electronic recording of real property documents, for the three-year period ending May 21, 2018. (100% Recorder ERDS Trust Fund)
- C. 47** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Ross McDonald Co., Inc., in an amount not to exceed \$473,116 for library furniture and shelving for the San Ramon Library. (100% Library Fund)

- C. 48** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Baker & Taylor in an amount not to exceed \$252,979 for book rental for the Contra Costa County Library, for the period January 1 through December 31, 2017. (100% Library Fund)
- C. 49** APPROVE and AUTHORIZE the Chief Information Officer-Department of Information Technology, or designee, to execute a contract amendment, effective January 17, 2016, with CSI Telecommunications, Inc., to extend the term from January 31, 2017 through January 31, 2018 and increase the payment limit by \$220,000 to a new payment limit of \$640,000, for continued Federal Communications Commission radio licensing and microwave frequency coordination, as needed. (100% User fees)

### **Other Actions**

- C. 50** ACCEPT the November 2016 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 51** ACCEPT the 2016 In-Home Supportive Services Public Authority Advisory Committee Annual Report as recommended by the Employment and Human Services Director.
- C. 52** APPROVE Conflict of Interest Code for the Ironhouse Sanitary District, as recommended by the County Counsel.
- C. 53** APPROVE Conflict of Interest Code for the Orinda Union School District, as recommended by the County Counsel.
- C. 54** APPROVE Conflict of Interest Code for the Contra Costa Water District, as recommended by the County Counsel.
- C. 55** ACCEPT the December 2016 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 56** ACCEPT the 2016 annual Integrated Pest Management Program status report, as recommended by the Transportation, Water and Infrastructure Committee.
- C. 57** APPROVE and AUTHORIZE the allocation of FY 2016/17 Community Development Block Grant Program funds in the amount of \$22,224 to the Contra Costa County Health Services Department to provide homeless street outreach services in the county, as recommended by the Conservation and Development Director. (100% Federal funds)



- C. 58** ACCEPT the report from the Health Services Department on the implementation of the Secondhand Smoke Protections Ordinance, as recommended by the Family and Human Services Committee.
- C. 59** ACCEPT the 2016 year-end report from the Family and Human Services Committee and APPROVE carrying forward twenty-four referrals to 2017 as recommended by the Committee.
- C. 60** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on January 10, 2017, regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)
- C. 61** ADOPT Resolution No. 2017/4 approving the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$22,050,000 to finance the acquisition and rehabilitation of Casa Montego Apartments located at 1485 Verdana Street, City of Walnut Creek, and authorize other related actions, as recommended by the Conservation and Development Director. (100% Special Revenue Funds)
- C. 62** ADOPT Resolution No. 2017/3 approving the issuance of Multifamily Housing Revenue Bonds by the California Municipal Finance Authority in an amount not to exceed \$41,500,000 to finance the acquisition and rehabilitation of Barrett Plaza located at 510 Barrett Avenue and Barrett Terrace located at 700 Barrett Avenue in the City of Richmond, and authorizing other related actions, as recommended by the Conservation and Development Director. (100% Special Revenue funds)

### **Successor Agency to the Contra Costa County Redevelopment Agency**

- C. 63** Acting as the Governing Board to the Successor Agency of the Contra Costa County Redevelopment Agency, ADOPT Resolution No. 2017/22 approving an administrative budget and the Recognized Obligation Payment Schedule for the period July 1, 2017 through June 30, 2018, and ADOPT related California Environmental Quality Act findings, as recommended by the Conservation and Development Director. (100% Redevelopment Property Tax Trust Fund)

### **GENERAL INFORMATION**

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

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

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

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

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

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

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

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

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

## STANDING COMMITTEES

The **Ad Hoc on Sustainability Committee** (Supervisors John Gioia and Federal D. Glover)

The **Airport Committee** (Supervisors Karen Mitchoff and Diane Burgis)

The **Family and Human Services Committee** (Supervisors John Gioia and Candace Andersen)

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia)

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and Candace Andersen)

The **Internal Operations Committee** (Supervisors Candace Andersen and Diane Burgis)

The **Legislation Committee** (Supervisors Diane Burgis and Karen Mitchoff)

The **Public Protection Committee** (Supervisors Federal D. Glover and John Gioia)

The **Transportation, Water & Infrastructure Committee** (Supervisors Diane Burgis and Karen Mitchoff)

Ad Hoc Committee	TBD	TBD	See above
------------------	-----	-----	-----------

Airports Committee	TBD	TBD	See above
Family & Human Services Committee	TBD	TBD	See above
Finance Committee	TBD	TBD	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	TBD	TBD	See above
Legislation Committee	TBD	TBD	See above
Public Protection Committee	TBD	TBD	See above
Transportation, Water & Infrastructure Committee	TBD	TBD	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 Deficiency 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
- CCE** Community Choice Energy
- CCCPFD (ConFire)** Contra Costa County Fire Protection District
- CCHP** Contra Costa Health Plan
- CCTA** Contra Costa Transportation Authority
- CCRMC** Contra Costa Regional Medical Center

**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire** (CCCFPD) Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**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  
**PACE** Property Assessed Clean Energy  
**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: Wiedemann Ranch GHAD Board of Directors  
From: Patricia E. Curtin, GHAD Attorney and General Manager  
Date: January 17, 2017

Subject: Public Hearing on the Proposed Assessment for Podva Development- Weidemann Ranch GHAD

---

**RECOMMENDATION(S):**

Staff recommends that the Wiedemann Ranch Geologic hazard Abatement District (“GHAD”) Board take the following actions:

1. Open and conduct a public hearing on the proposed assessment;
2. Close the hearing and consider any protests against the assessment;
3. Direct the GHAD Clerk to tabulate the assessment ballots; and
4. If the vote supports the approval, adopt Resolution No. 2017-01 Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”).

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia E. Curtin,  
510-622-7660

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

By: , Deputy

cc:

### FISCAL IMPACT:

The developer of the Podva development is responsible for funding all activities within the Podva development undertaken by the GHAD up and until the GHAD Improvements, as defined in the Podva Plan of Control, are accepted by the GHAD. Thereafter, the GHAD is funded 100% through assessments levied on properties within the GHAD.

### BACKGROUND:

The Podva development includes 20 single-family residential lots and additional improvements. Due to the potential for geologic hazards and related ongoing maintenance, the conditions of approval for the Podva development required that it be included within a GHAD. To satisfy this requirement, the developer of the Podva development petitioned the GHAD Board to annex into the Wiedemann Ranch GHAD. On January 19, 2016, the GHAD Board accepted the petition.

On March 29, 2016, the GHAD Board, pursuant to Resolution No. 2016-02, adopted the Plan of Control for the Podva development and pursuant to Resolution No. 2016-04, declared its intent to order an assessment and set a hearing for January 17, 2017 to consider the proposed assessment.

At the January 17 hearing, the GHAD Board will hear and consider any protests against the proposed assessment. If a majority of the property owners within the Podva development protest the assessment, the GHAD Board is precluded by law from ordering the assessment. As required by law, on November 16, 2016, the ballot on the proposed assessment was mailed to the property owners. The property owners may vote either to approve or reject the assessment. The ballots will be presented to the GHAD Board at its hearing on January 17.

The Engineer's Report (attached as Attachment A to proposed Resolution No. 2017-01) recommends an assessment limit of \$2,395 per single family residential unit (fiscal year 2016/2017 dollars). The annual assessment limit would be adjusted annually based on the San Francisco-Oakland-San Jose Consumer Price Index (CPI). The assessment will allow the GHAD to fund estimated administrative, monitoring, maintenance, and repair expenses within the Podva development.

### **ENVIRONMENTAL REVIEW:**

Under State law, GHAD formation is exempt from review under the California Environmental Quality Act (CEQA) (Pub. Res. Code § 26559). Also, improvements caused to be undertaken under the GHAD Law and all activities in furtherance or in connection therewith are exempt from review under CEQA (Pub. Res. Code § 26601).

### **CONTACT PERSON:**

Inquiries regarding the hearing and requests for materials and documents to be considered at the hearing may be made to the GHAD Manager, ENGEIO Incorporated, Attn: Eric Harrell, 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583 by phone at (925) 866-9000, or by e-mail at eharrell@engeio.com.

### CONSEQUENCE OF NEGATIVE ACTION:

The Podva portion of the GHAD would have no secured funding source so GHAD services could not be provided to this area of the GHAD.

### ATTACHMENTS

Resolution No. 2017\_1 Weidemann Ranch GHAD

Canvass of Votes Weidemann Ranch GHAD

Weidemann Ranch GHAD Agenda and Staff Report 1-2017

Weidemann Ranch GHAD Agenda

Weidemann Ranch GHAD Notice of Assessment



**THE BOARD OF DIRECTORS OF WIEDEMANN RANCH  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on January 17, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RESOLUTION NO. 2017/01**

---

**SUBJECT:** Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”).

**WHEREAS**, on September 1, 1998, the Contra Costa County Board of Supervisors adopted Resolution 98/438 approving the formation of the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”) and appointed itself to serve as the GHAD Board of Directors;

**WHEREAS**, of the date of this Resolution, three developments have been annexed into the GHAD – Henry Ranch on April 11, 2007, Elworthy Ranch on July 29, 2014, and Podva on March 29, 2016. Real property assessments are currently being levied against homes within the Henry Ranch and Elworthy Ranch developments and these assessments are used to finance the GHAD operations within those developments;

**WHEREAS**, in order to pay for costs and expenses of maintaining and operating the GHAD improvements for the Podva development as set forth in the Podva Property Development Annexation Plan of Control (“Plan of Control”), a funding source must be established;

**WHEREAS**, an Engineer’s Report was prepared to support a real property assessment against the 20 proposed homes within the Podva development at a FY 2016/17 level of \$2,395.00 per single-residential unit for GHAD services and is attached as Exhibit A;

**WHEREAS**, Public Resources Code sections 26650 *et seq.* authorize, after a noticed public hearing, the levy and collection of an assessment upon specially benefited property within a GHAD to pay for the maintenance and operation of GHAD improvements. Article XIII(D) of the California Constitution imposes additional requirements for the levy and collection of said assessment;

**WHEREAS**, the Engineer’s Report was prepared to reflect the Plan of Control adopted by the GHAD Board on March 29, 2016. The Engineer’s Report was prepared by a Registered Professional Engineer, certified in the State of California, in compliance with Public Resources



Code section 26651(a) and section 4(b) of Article XIII (D) of the California Constitution; the Engineer's Report sets forth the estimated budget, the total assessment that will be chargeable to the Podva portion of the GHAD, the proposed estimated assessment to be levied against each parcel of property within the Podva portion of the GHAD, and a description of the method used in formulating the estimated assessments;

**WHEREAS**, on November 15, 2016 the GHAD Board adopted Resolution 2016/04 declaring its intention to order an assessment on the Podva subdivision and fixed a public hearing for January 19, 2017 to consider the assessment and any protests against the assessment;

**WHEREAS**, pursuant to Resolution No. 2016/04 the GHAD Board declared its intention, consistent with the requirements of Article XIII(D) of the California Constitution, to order that the costs and expenses of maintaining and operating the GHAD improvements acquired or constructed pursuant to Public Resources Code section 26500 *et seq.* be assessed against those parcels in the Podva subdivision, as identified on the Boundary Map (Exhibit A to the Engineer's Report), that are specially benefited by the GHAD;

**WHEREAS**, Resolution No. 2016/04 declares the GHAD Board's intention to assess against those parcels in the Podva subdivision and as shown on the Boundary Map, all or part of the amount set forth in the Engineer's Report commencing with the issuance of a residential building permit for each lot in the Podva development; and

**WHEREAS**, this Resolution No. 2017/01 directs the tabulation of the ballots and presentation of the ballots received from record owners to the GHAD Board at the hearing. This Resolution states that the GHAD Board shall then consider all protests against the proposed assessment and certify the tabulation of the ballots. This Resolution states that in tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation on the affected property. This Resolution state that the GHAD Board shall not impose the assessment if there is a majority protest and if there is no majority protest, the GHAD Board shall authorize the assessment.

**THE BOARD OF DIRECTORS FOR THE WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT DECLARES, RESOLVES, FINDS AND ORDERS THAT:**

1. That notice of the public hearing described above in accordance with Public Resources Code sections 26651 through 26653 and Article XIII(D), Section 4 of the California Constitution was provided.
2. The public hearing was held before the GHAD Board on January 19, 2017, at 9:00 a.m. in order to hear and consider any protests regarding the assessment. At the hearing, the GHAD Board was presented with the ballots received from property owners within the annexed territory (the Podva subdivision) to the Wiedemann Ranch GHAD. At the hearing, the sealed ballots were tabulated and weighted according to the proportional financial obligation on the affected property.

3. The GHAD Board accepts the tabulation of ballots, which is attached hereto as Exhibit 2, showing the benefit assessment passed.
4. Based upon the tabulation of the ballots, the GHAD Board finds that there is no majority protest. Therefore, the GHAD Board is authorized to levy the proposed assessment pursuant to Public Resources Code section 26653 and Article XIII(D), Section 4 of the California Constitution on property within the Podva subdivision.
5. The GHAD Board further confirms the assessment at a FY 2016/17 level of \$2,395.00 per single-residential unit, as set forth in the Engineer's Report.
6. The GHAD Board further orders that the assessment amount in the Engineer's Report (with an adjustment annually to reflect the percentage change in the San Francisco-Oakland-San Jose Consumers Price Index for All Urban Consumers) shall be assessed against each residential parcel in the Podva subdivision annexed to the Wiedemann Ranch GHAD, which shall be levied at the issuance of building permits for each parcel and the assessment will continue to be levied in perpetuity.
7. The GHAD Board further orders that the assessment shall be levied and collected in the following manner:
  - (a) The GHAD Manager shall cause to be recorded a Notice of Assessment, in substantially the form as attached hereto Exhibit 3, as provided for in Section 3114 of the California Streets and Highway Code, whereupon the assessment shall attached as a lien upon the property.
  - (b) Thereafter, the assessment shall be payable at the same time and in the same manner as general taxes on real property within the Wiedemann Ranch GHAD are payable.
8. This Resolution shall become effective immediately upon its passage and adoption.

Attachments:

Exhibit A (Engineer's Report)

Exhibit B (Tabulation of Ballots)

Exhibit C (Notice of Assessment)

**RESULTS OF THE BALLOTS CAST FOR THE PROPOSED ASSESSMENT FOR THE ANNEXED TERRITORY OF THE PODVA DEVELOPMENT TO THE WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT (“GHAD”)**

---

On January 17, 2017 the following ballot results were received by the Wiedemann Ranch GHAD Board for the proposed assessment for the annexed territory of the Podva development to the Wiedemann Ranch GHAD:

Yes \_\_\_\_\_ No \_\_\_\_\_

This vote was included in the ballot submitted by \_\_\_\_\_.

**WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT  
BOARD OF DIRECTORS**

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING,  
651 PINE STREET, MARTINEZ, CALIFORNIA 94553-1229**

**FEDERAL D. GLOVER, BOARD DIRECTOR  
CANDACE ANDERSEN, BOARD DIRECTOR  
DIANNE BURGIS, BOARD DIRECTOR  
KAREN MITCHOFF, BOARD DIRECTOR  
JOHN GIOIA, BOARD DIRECTOR**

**AGENDA  
JANUARY 17, 2017**

Geologic Hazard Abatement District (GHAD) Board of Directors for Wiedemann Ranch.

**Time**

**9:00 a.m.      DISCUSSION ITEM**

**1.      Wiedemann Ranch GHAD Board of Directors:**

**SUBJECT:** Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District ("GHAD").

**WIEDEMANN RANCH**  
**GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) BOARD**  
**STAFF REPORT**

**TO:** Wiedemann Ranch GHAD Board of Directors

**FROM:** GHAD Manager and GHAD Attorney

**MEETING DATE:** January 17, 2017

**SUBJECT:** CONDUCT A PUBLIC HEARING ON THE PROPOSED ASSESSMENT FOR PODVA (AKA RED HAWK) DEVELOPMENT, ACCEPT THE CANVASS OF VOTES AND IF ALLOWED BY THE VOTES, CONFIRM THE ASSESSMENT, AND ORDER THE LEVY AND COLLECTION OF THE ASSESSMENT

---

**RECOMMENDATIONS**

Staff recommends that the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”) Board take the following actions:

1. Open and conduct a public hearing on the proposed assessment;
2. Close the hearing and consider any protests against the assessment;
3. Direct the GHAD Clerk to tabulate the assessment ballots; and
4. If the vote supports the approval, adopt Resolution No. 2017-01 Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”).

**BACKGROUND**

The Podva development includes 20 single-family residential lots and additional improvements. Due to the potential for geologic hazards and related ongoing maintenance, the conditions of approval for the Podva development required that it be included within a GHAD. To satisfy this requirement, the developer of the Podva development petitioned the GHAD Board to annex into the Wiedemann Ranch GHAD. On January 19, 2016, the GHAD Board accepted the petition.

On March 29, 2016, the GHAD Board, pursuant to Resolution No. 2016-02, adopted the Plan of Control for the Podva development and pursuant to Resolution No. 2016-04, declared its intent to order an assessment and set a hearing for January 17, 2017 to consider the proposed assessment.

At the January 17 hearing, the GHAD Board will hear and consider any protests against the proposed assessment. If a majority of the property owners within the Podva development protest the assessment, the GHAD Board is precluded by law from ordering the assessment. As required by law, on November 16, 2016, the ballot on the proposed assessment was mailed to the property owner. The property owner may vote either to approve or reject the assessment. The ballot will be presented to the GHAD Board at its hearing on January 17.

The Engineer's Report (attached as Attachment A to proposed Resolution No. 2017-01) recommends an assessment limit of \$2,395 per single family residential unit (fiscal year 2016/2017 dollars). The annual assessment limit would be adjusted annually based on the San Francisco-Oakland-San Jose Consumer Price Index (CPI). The assessment will allow the GHAD to fund estimated administrative, monitoring, maintenance, and repair expenses within the Podva development.

**FISCAL IMPACT:**

The developer of the Podva development is responsible for funding all activities within the Podva development undertaken by the GHAD up and until the GHAD Improvements, as defined in the Podva Plan of Control, are accepted by the GHAD. Thereafter, the GHAD is funded 100% through assessments levied on properties within the GHAD.

**ENVIRONMENTAL REVIEW:**

Under State law, GHAD formation is exempt from review under the California Environmental Quality Act (CEQA) (Pub. Res. Code § 26559). Also, improvements caused to be undertaken under the GHAD Law and all activities in furtherance or in connection therewith are exempt from review under CEQA (Pub. Res. Code § 26601).

**CONSEQUENCE OF NEGATIVE ACTION:**

The Podva portion of the GHAD would have no secured funding source so GHAD services could not be provided to this area of the GHAD.

**CONTACT PERSON:**

Inquiries regarding the hearing and requests for materials and documents to be considered at the hearing may be made to the GHAD Manager, ENGEIO Incorporated, Attn: Eric Harrell, 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583 by phone at (925) 866-9000, or by e-mail at [eharrell@engeio.com](mailto:eharrell@engeio.com).

**ATTACHMENT:**

1. Resolution No. 2017-01 regarding accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District.

**THE BOARD OF DIRECTORS OF WIEDEMANN RANCH  
GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on January 17, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RESOLUTION NO. 2017/01**

---

**SUBJECT:** Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”).

**WHEREAS**, on September 1, 1998, the Contra Costa County Board of Supervisors adopted Resolution 98/438 approving the formation of the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”) and appointed itself to serve as the GHAD Board of Directors;

**WHEREAS**, of the date of this Resolution, three developments have been annexed into the GHAD – Henry Ranch on April 11, 2000, Elworthy Ranch on July 29, 2014, and Podva on March 29, 2016. Real property assessments are currently being levied against homes within the Henry Ranch and Elworthy Ranch developments and these assessments are used to finance the GHAD operations within those developments;

**WHEREAS**, in order to pay for costs and expenses of maintaining and operating the GHAD improvements for the Podva development as set forth in the Podva Property Development Annexation Plan of Control (“Plan of Control”), a funding source must be established;

**WHEREAS**, an Engineer’s Report was prepared to support a real property assessment against the 20 proposed homes within the Podva development at a FY 2016/17 level of \$2,395.00 per single-residential unit for GHAD services and is attached as Exhibit A;

**WHEREAS**, Public Resources Code sections 26650 *et seq.* authorize, after a noticed public hearing, the levy and collection of an assessment upon specially benefited property within a GHAD to pay for the maintenance and operation of GHAD improvements. Article XIII(D) of the California Constitution imposes additional requirements for the levy and collection of said assessment;

**WHEREAS**, the Engineer’s Report was prepared to reflect the Plan of Control adopted by the GHAD Board on March 29, 2016. The Engineer’s Report was prepared by a Registered Professional Engineer, certified in the State of California, in compliance with Public Resources

Code section 26651(a) and section 4(b) of Article XIII (D) of the California Constitution; the Engineer's Report sets forth the estimated budget, the total assessment that will be chargeable to the Podva portion of the GHAD, the proposed estimated assessment to be levied against each parcel of property within the Podva portion of the GHAD, and a description of the method used in formulating the estimated assessments;

**WHEREAS**, on November 15, 2016 the GHAD Board adopted Resolution 2016/04 declaring its intention to order an assessment on the Podva subdivision and fixed a public hearing for January 19, 2017 to consider the assessment and any protests against the assessment;

**WHEREAS**, pursuant to Resolution No. 2016/04 the GHAD Board declared its intention, consistent with the requirements of Article XIII(D) of the California Constitution, to order that the costs and expenses of maintaining and operating the GHAD improvements acquired or constructed pursuant to Public Resources Code section 26500 *et seq.* be assessed against those parcels in the Podva subdivision, as identified on the Boundary Map (Exhibit A to the Engineer's Report), that are specially benefited by the GHAD;

**WHEREAS**, Resolution No. 2016/04 declares the GHAD Board's intention to assess against those parcels in the Podva subdivision and as shown on the Boundary Map, all or part of the amount set forth in the Engineer's Report the first fiscal year following the issuance of a residential building permit for each lot in the Podva development; and

**WHEREAS**, this Resolution No. 2017/01 directs the tabulation of the ballots and presentation of the ballots received from record owners to the GHAD Board at the hearing. This Resolution states that the GHAD Board shall then consider all protests against the proposed assessment and certify the tabulation of the ballots. This Resolution states that in tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation on the affected property. This Resolution state that the GHAD Board shall not impose the assessment if there is a majority protest and if there is no majority protest, the GHAD Board shall authorize the assessment.

**THE BOARD OF DIRECTORS FOR THE WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT DECLARES, RESOLVES, FINDS AND ORDERS THAT:**

1. That notice of the public hearing described above in accordance with Public Resources Code sections 26651 through 26653 and Article XIII(D), Section 4 of the California Constitution was provided.
2. The public hearing was held before the GHAD Board on January 19, 2017, at 9:00 a.m. in order to hear and consider any protests regarding the assessment. At the hearing, the GHAD Board was presented with the ballots received from property owners within the annexed territory (the Podva subdivision) to the Wiedemann Ranch GHAD. At the hearing, the sealed ballots were tabulated and weighted according to the proportional financial obligation on the affected property.



3. The GHAD Board accepts the tabulation of ballots, which is attached hereto as Exhibit B, showing the benefit assessment passed.
4. Based upon the tabulation of the ballots, the GHAD Board finds that there is no majority protest. Therefore, the GHAD Board is authorized to levy the proposed assessment pursuant to Public Resources Code section 26653 and Article XIII(D), Section 4 of the California Constitution on property within the Podva subdivision.
5. The GHAD Board further confirms the assessment at a FY 2016/17 level of \$2,395.00 per single-residential unit, as set forth in the Engineer's Report.
6. The GHAD Board further orders that the assessment amount in the Engineer's Report (with an adjustment annually to reflect the percentage change in the San Francisco-Oakland-San Jose Consumers Price Index for All Urban Consumers) shall be assessed against each residential parcel in the Podva subdivision annexed to the Wiedemann Ranch GHAD, which shall be levied the first fiscal year following issuance of building permits for each parcel and the assessment will continue to be levied in perpetuity.
7. The GHAD Board further orders that the assessment shall be levied and collected in the following manner:
  - (a) The GHAD Manager shall cause to be recorded a Notice of Assessment, in substantially the form as attached hereto Exhibit C, as provided for in Section 3114 of the California Streets and Highway Code, whereupon the assessment shall attach as a lien upon the property.
  - (b) Thereafter, the assessment shall be payable at the same time and in the same manner as general taxes on real property within the Wiedemann Ranch GHAD are payable.
8. This Resolution shall become effective immediately upon its passage and adoption.

Attachments:

Exhibit A (Engineer's Report)  
Exhibit B (Tabulation of Ballots)  
Exhibit C (Notice of Assessment)

**ENGINEER'S REPORT**

for

**WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT  
RED HAWK (PODVA) DEVELOPMENT ANNEXATION  
CONTRA COSTA COUNTY, CALIFORNIA**

**November 1, 2016**

EXHIBIT A

**TABLE OF CONTENTS**

	<u>Page</u>
<b>CERTIFICATION OF FILING .....</b>	<b>1</b>
<b>I. INTRODUCTION .....</b>	<b>3</b>
<b>II. BACKGROUND.....</b>	<b>3</b>
<b>III. GEOLOGIC HAZARD ABATEMENT DISTRICT BOUNDARIES.....</b>	<b>3</b>
<b>IV. SERVICE LEVELS .....</b>	<b>3</b>
<b>V. DESCRIPTION OF THE IMPROVEMENTS MAINTAINED BY THE GHAD .....</b>	<b>4</b>
<b>VI. ASSESSMENT METHOD .....</b>	<b>5</b>
<b>VII. ASSESSMENT - BUDGET .....</b>	<b>6</b>
<b>VIII. DEVELOPER RESPONSIBILITIES .....</b>	<b>7</b>

**EXHIBIT A - LEGAL DESCRIPTION AND PLATS**  
**EXHIBIT B - WIEDEMANN RANCH GHAD BUDGET – RED HAWK (PODVA)**  
**ANNEXATION**

**ENGINEER'S REPORT**

WIEDEMANN RANCH  
GEOLOGIC HAZARD ABATEMENT DISTRICT  
RED HAWK (PODVA) DEVELOPMENT ANNEXATION  
(Pursuant to the Public Resources Code of the State of California, Section 26500 et seq.)

**CERTIFICATION OF FILING**

The Geologic Hazard Abatement District ("GHAD") provides monitoring and maintenance of improvements related to geologic hazard management and other responsibilities as a landowner, within the Red Hawk (Podva) Residential Development portion of the Wiedemann Ranch GHAD and levies and collects assessments in order to perform its activities.

The GHAD responsibilities, which are the subject of this report, are defined as any activity that is necessary or incidental to the prevention, mitigation, abatement, or control of a geologic hazard, construction, maintenance, repair, or operation of improvement; or the issuance and servicing of bonds issued to finance any of the foregoing (Section 26505).

This report consists of seven parts, as follows:

- I. INTRODUCTION**
- II. BACKGROUND**
- III. GEOLOGIC HAZARD ABATEMENT DISTRICT DIAGRAM**
- IV. SERVICE LEVELS**
- V. DESCRIPTION OF GHAD MAINTAINED IMPROVEMENTS**
- VI. ASSESSMENT METHOD**
- VII. ASSESSMENT LIMIT - BUDGET PROJECTION**

The undersigned respectfully submits the enclosed Engineer's Report.

Date: November 1, 2016

By: ENGEO Incorporated



Paul C. Guerin, GE  
Paul C. Guerin

I HEREBY CERTIFY that the enclosed Engineer's Report was filed on the 1<sup>th</sup> day of November 2016.

\_\_\_\_\_  
Patricia Curtin  
Attorney and Acting Clerk of the Board  
Wiedemann Ranch Geologic Hazard Abatement District  
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report was approved and confirmed by the GHAD Board on the 15<sup>th</sup> day of November 2016.

\_\_\_\_\_  
Eric Harrell  
GHAD Manager  
Wiedemann Ranch Geologic Hazard Abatement District  
Contra Costa County, California

**ENGINEER'S REPORT**

for

**WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT  
RED HAWK (PODVA) DEVELOPMENT ANNEXATION  
CONTRA COSTA COUNTY, CALIFORNIA  
for the  
ESTABLISHMENT OF AN ASSESSMENT LIMIT**

**I. INTRODUCTION**

The Contra Costa County Board of Supervisors formed the Wiedemann Ranch Geologic Hazard Abatement District ("GHAD" or "District") on September 1, 1998 (Resolution No. 98/438), under the authority of the California Public Resources Code, Division 17, Section 26500 et seq. The GHAD Board of Directors approved the annexation of the Red Hawk (Podva) Property into the GHAD on March 29, 2016 with the approval of Resolution No. 2016/02 ("GHAD Annexation Area"). The members of the Contra Costa County Board of Supervisors act as the Board of Directors of the GHAD.

**II. BACKGROUND**

The Wiedemann Ranch Board of Directors approved the Plan of Control for the Podva Property Development Annexation ("Plan of Control") with the approval of Resolution No. 2016/02 on March 29, 2016. The Plan of Control describes the GHAD's responsibilities to permanently monitor and maintain GHAD improvements within the GHAD Annexation Area. This Engineer's Report describes the establishment of an assessment level to fund GHAD activities necessary or incidental to geologic hazard mitigation, abatement and control.

**III. GEOLOGIC HAZARD ABATEMENT DISTRICT BOUNDARIES**

The boundaries for the GHAD Annexation Area are shown in the legal description and plats attached hereto as Exhibit A.

**IV. SERVICE LEVELS**

The GHAD's activities are those that are necessary or incidental to the prevention, mitigation, abatement, or control of geologic hazards including construction, maintenance, repair, or operation of any improvement; and the issuance and servicing of bonds issued to finance any of the foregoing.

The GHAD provides for the administration and review of facilities within the budgeted limits, including the following services:

1. Oversight of GHAD operations, including reporting to the GHAD Board of Directors.
2. In conjunction with the County Assessor's Office, setting the annual levying of assessments on the property tax rolls.
3. Engagement of technical professionals to perform the monitoring duties as described in the Plan of Control.
4. Performance of GHAD maintenance activities in accordance with the Plan of Control. These maintenance activities include:
  - Monitoring of developer- or GHAD-constructed retaining walls and maintenance if structural integrity of a wall or adjacent structure(s) is threatened.
  - Maintenance of water detention basin facility and access road located on Parcel "B".
  - Maintenance of bioretention facility located on Parcel "A" between Midland Way and Lot 1.
  - Maintenance of existing trash rack on Parcel "B"
  - Maintenance of debris benches, lined and unlined drainage ditches in developed areas and open space.
  - Vegetation control for fire suppression within open space (Parcels "A" and "B").
  - Maintenance of storm drain system improvements, subdrains, and subdrain outlets in open space (Parcels "A" and "B").
  - Trail maintenance on Parcel "B".
5. The GHAD will also have maintenance, monitoring and repair responsibilities for slopes, which include natural, reconstructed or partially reconstructed landslides.
6. Preparation of annual GHAD budgets for approval by the GHAD Board of Directors.

## **V. DESCRIPTION OF THE IMPROVEMENTS MAINTAINED BY THE GHAD**

The GHAD-maintained improvements are described in the Plan of Control. In general, these improvements include water quality facilities; drainage systems, including lined ditches in developed areas and open space; open-space storm drain inlets and outlets; subdrains and outlets; retaining walls; and access roadways.

## VI. ASSESSMENT METHOD

The improvements and GHAD responsibilities described in Section V are distributed within the GHAD Annexation Area. The improvements described in this document will confer the following special benefits to the assessed parcels:

1. Protection from slope instability
2. Protection from erosion due to uncontrolled surface water
3. Protection of water quality
4. Protection from wild land fires due to unmanaged vegetation

The GHAD assessment is distributed among all residential property owners within the GHAD Annexation Area. The improvements and responsibilities listed in Section V provide specific benefits to the properties within the GHAD Annexation Area and the improvements are constructed for the benefit of those assessed and not the general public.

The GHAD Annexation Area consists of 20 single-family residences. Single-family residential lots are assessed as one unit and are assessed equally. The total number of residential units within the GHAD Annexation Area was considered in light of the annual GHAD Annexation Area budget in developing the annual assessment amount.

The Engineer hereby finds that the residential properties within the GHAD Annexation Area receive approximately equal special benefit from the work and improvements within the GHAD. As a result, the GHAD assessment for the GHAD Annexation Area is distributed among all owners of parcels.

A financial analysis was performed to provide a framework for an operating budget for the ongoing abatement, mitigation, prevention and control of geologic hazards within the GHAD Annexation Area. In preparation of the budget, several factors were considered including:

1. Site geology
2. Remedial grading
3. Proximity of geologic hazards to proposed residences
4. Improvements and structures
5. Site access considerations
6. Elements requiring routine maintenance, including:
  - Surface drainage facilities
  - Graded slopes
  - Retaining walls
  - Bioretention and detention basin facilities
  - Trails and fire breaks



## VII. ASSESSMENT - BUDGET

The purpose of this Engineer's Report is to establish the assessment level and the apportionment of the assessment within the GHAD Annexation Area as required under Proposition 218. The annual budget in each subsequent fiscal year will apprise the GHAD Board of Directors of the estimated budget for the upcoming year.

Based on the estimated expenses for on-going operations, and allowing for larger (approximately \$150,000) geologic events at 10-year intervals, a budget was prepared for the purpose of estimating initial assessment levels (Exhibit B).

The Engineer recommends an annual assessment limit for the GHAD Annexation Area of \$2,395.00 per single-residential unit (Fiscal Year 2016/17 dollars). The proposed initial assessment level will be automatically adjusted annually on June 30 to reflect the percentage change in the San Francisco-Oakland-San Jose Consumers Price Index for All Urban Consumers.

While the assumptions and estimated expenses listed in Exhibit B were used to determine the assessment levels for the GHAD Annexation Area, they do not represent the actual budget for any one year of the GHAD's operation, since assessment of the individual parcels will be based on the issuance of building permits, which will occur over a number of years. In addition, the Engineer anticipates that the projected expense amounts will be reached over time and that these amounts will be inflation-adjusted in the year that the expenses occur.

Pursuant to the schedule set forth in Exhibit B of the Plan of Control for the Red Hawk Project, the GHAD reserve at the time of transfer will be a minimum \$149,000. The minimum reserve amount represents the estimated total assessments that will be collected from within the Red Hawk Project during the period the developer is responsible for all GHAD activities. The reserve amount requirement may be satisfied by including remaining cash and receivables from the Contra Costa County Tax Collector during the period that the developer of the Red Hawk Project is responsible for performing the GHAD activities. Additional funds contributed directly by the developer to satisfy the minimum reserve requirement, if any, shall be provided to the Wiedemann Ranch GHAD prior to its acceptance of the monitoring and maintenance responsibilities within the Red Hawk Project.

## VIII. DEVELOPER RESPONSIBILITIES

The developer of the Site is responsible for managing and maintaining the GHAD Annexation Area until the GHAD accepts responsibility for the GHAD Improvements as set forth in the Plan of Control. In addition, the developer is responsible for funding any necessary GHAD functions or business undertaken for the GHAD Annexation Area that the GHAD Officers or Board of Directors determine are necessary before the GHAD accepts the GHAD Improvements. If the developer fails to fund all or a portion of these costs, the costs shall be covered by the funds generated by and for the GHAD Annexation Area (i.e., through the assessment) and the developer shall be required to reimburse the GHAD for such costs before the GHAD can accept monitoring and maintenance responsibilities for the GHAD Improvements.

The GHAD may utilize funds generated by or for the GHAD Annexation Area to conduct any necessary GHAD functions or business for the GHAD Annexation Area required before the GHAD accepts the GHAD improvements. Such functions and business can include periodic reporting to the GHAD Board of Directors and work performed by GHAD Officers to verify the GHAD is implemented in accordance with the Plan of Control and GHAD Law.

**EXHIBIT A**

**Legal Description and Plats**

# SUBDIVISION 9309 RED HAWK

CONSISTING OF 5 SHEETS  
BEING A PORTION OF RANCHO SAN RAMON AND  
A PORTION OF SECTION 32, T.1S., R.1W., MDM  
TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

JUNE 2015

## OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE SUBDIVISION BOUNDARY OF THIS MAP ENTITLED "SUBDIVISION 9309 RED HAWK", TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
THOSE PORTION OF SAID LANDS DESIGNATED ON THIS MAP AS RED TAIL COURT, WINGFIELD COURT AND MIDLAND WAY FOR PUBLIC STREET AND UTILITY PURPOSES.

THE REAL PROPERTY BELOW IS OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:  
THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "TUE" ARE FOR PUBLIC PURPOSES INCLUDING POLES, WIRES, CONDUITS, STORM DRAINS, FLOOD AND SURFACE WATER DRAINAGE, GAS LINES, ELECTRIC, TELEPHONE, AND CABLE TELEVISION UTILITIES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY BELOW IS OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:  
THE AREAS SHOWN AS "SCENIC EASEMENT" OVER PARCELS "B" AND UNSURVEYED DESIGNATED REMAINDER ARE FOR THE PURPOSE OF OPEN SPACE AND ARE SPECIFICALLY EXCLUDED FROM FUTURE DEVELOPMENT. THE SCENIC EASEMENT ACROSS THE UNSURVEYED DESIGNATED REMAINDER SHALL AUTOMATICALLY EXTEND UPON E.B.R.P.D. ACCEPTANCE OF THE LAND DEDICATION.

THE REAL PROPERTY DESIGNATED AS PARCEL "A" IS FOR THE PURPOSE OF PRIVATE STORM DRAINAGE, LANDSCAPE FEATURES, AND WATER QUALITY USE AND ANY IMPROVEMENTS AND APPURTENANCES INSTALLED. THE REAL PROPERTY DESIGNATED AS PARCEL "B" IS FOR THE PURPOSE OF OPEN SPACE. MAINTENANCE OF SAID PARCELS "A" AND "B" WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION. PARCEL "A" AND PARCEL "B" WILL BE OFFERED TO, AND ACCEPTED BY, THE GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREAS SHOWN AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE SPECIFICALLY EXCLUDED FROM PUBLIC DEDICATION AND ARE FOR THE USE OF AND MAINTENANCE BY THE HOMEOWNERS ASSOCIATION OF SUBDIVISION 9309 RED HAWK, FOR ACCESS, STORM DRAINAGE, CONSTRUCTION, AND MAINTENANCE OF STORM DRAIN AND LANDSCAPE FEATURES.

THE AREA MARKED E58401 IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES AND ALL NECESSARY FIXTURES INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES THEREON, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE. HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

THE REAL PROPERTY DESIGNATED AS "DESIGNATED UNSURVEYED REMAINDER" SHALL BE DEDICATED TO THE EAST BAY REGIONAL PARK DISTRICT BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA SHOWN AS TRAIL MAINTENANCE ACCESS EASEMENT OR "TMAE" IS IRREVOCABLY OFFERED FOR DEDICATION TO THE EAST BAY REGIONAL PARK DISTRICT FOR INGRESS AND EGRESS, MAINTENANCE PURPOSES, AND PUBLIC ACCESS. THIS EASEMENT WILL BE ACCEPTED BY THE EAST BAY REGIONAL PARK DISTRICT BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PROPERTY BEING SUBDIVIDED.

AS OWNER:

POKEROSA HOMES II, INC., A CALIFORNIA CORPORATION

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## OWNER'S 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF  
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN  
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR  
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## OWNER'S 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF  
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN  
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR  
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE  
REQUEST OF POKEROSA HOMES II, INC., A CALIFORNIA CORPORATION, IN SEPTEMBER 2014, AND IS TRUE AND  
COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE  
CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT THE MONUMENTS WILL BE SET IN THE  
POSITIONS INDICATED AFTER THE IMPROVEMENTS ARE COMPLETED AND THAT THE MONUMENTS ARE, OR WILL  
BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THE SUBDIVISION IS 13.22 ACRES,  
MORE OR LESS.



DATE \_\_\_\_\_

MARK H. WEBER, P.L.S.  
L.S. NO. 7960

## RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9309 RED HAWK", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A  
CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED \_\_\_\_\_,  
AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLES IN ALL RESPECTS WITH THE  
PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT \_\_\_\_\_ M. ON THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE  
\_\_\_\_\_, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DOCUMENT NO: \_\_\_\_\_

JOSEPH E. CANDAMILLA  
COUNTY RECORDER  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

PRELIMINARY

**SUBDIVISION 9309  
RED HAWK**

CONSISTING OF 5 SHEETS  
BEING A PORTION OF RANCHO SAN RAMON AND  
A PORTION OF SECTION 32, T.1S, R.1W, MDM  
TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

JUNE 2015

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN TRACT MAP ENTITLED "SUBDIVISION 9309 RED HAWK", THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON \_\_\_\_\_, THAT ALL OF THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

STEVEN C. LAKE  
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER  
TOWN OF DANVILLE  
R.C.E. 31870

PLANNING STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE TOWN OF DANVILLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP ENTITLED "SUBDIVISION 9309 RED HAWK" UPON WHICH THE FINAL MAP IS BASED.

DATE \_\_\_\_\_

KEVIN J. GALEY  
CHIEF OF PLANNING  
TOWN OF DANVILLE  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I HEREBY STATE AS CHECKED BELOW THAT:

A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAVE BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA,

ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER

DATED \_\_\_\_\_

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

BY \_\_\_\_\_  
DEPUTY CLERK

CITY CLERK'S STATEMENT

I HEREBY STATE THIS MAP, ENTITLED "SUBDIVISION 9309 RED HAWK", WAS PRESENTED TO THE TOWN COUNCIL OF THE TOWN OF DANVILLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AND THAT SAID COUNCIL DID THEREUPON APPROVE SAID MAP BY A RESOLUTION WHICH WAS DULY PASSED AND ADOPTED AT SAID MEETING.

I FURTHER STATE THAT SAID TOWN COUNCIL DID HEREBY ACCEPT, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, THE FOLLOWING OFFERS OF DEDICATION SHOWN ON THIS MAP, SAID AREAS ARE CALLED OUT AS: RED TAIL COURT, WINGFIELD COURT, PUBLIC UTILITY EASEMENT (PUE), SCENIC EASEMENT AND MIDLAND WAY.

IN WITNESS WHEREOF I HAVE HERETO SET MY HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

MAURE SINGER  
CITY CLERK AND EX-OFFICIO CLERK OF THE  
TOWN COUNCIL OF THE TOWN OF DANVILLE,  
COUNTY OF CONTRA COSTA, STATE OF  
CALIFORNIA

BUILDING OFFICIAL'S STATEMENT

A GEOTECHNICAL EXPLORATION REPORT, PREPARED BY ENGCO, DATED AUGUST 6, 2014, PROJECT NO. 916.000.001, SIGNED BY PHILIP STEICHELL, HAS BEEN RECEIVED AND APPROVED FOR AREAS INCLUDED IN THIS SUBDIVISION AND IS KEPT ON FILE FOR PUBLIC INSPECTION AT THE TOWN OF DANVILLE BUILDING INSPECTION DIVISION, DANVILLE, CALIFORNIA.

MIKE LEONTRADES  
CHIEF BUILDING OFFICIAL  
TOWN OF DANVILLE  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_

PRELIMINARY

# SUBDIVISION 9309 RED HAWK

CONSISTING OF 5 SHEETS  
BEING A PORTION OF RANCHO SAN RAMON AND  
A PORTION OF SECTION 32, T. 1 S., R. 1 E., S. 101  
TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

2012 REGISTRAR'S SURVEYORS' EXAMINEE  
SANTA LUCIA, CALIF. LICENSE

SCALE: 1" = 500' JULY 2013



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY POLAR MONUMENTS SHOWN ON RESTRICED AND/or THE BEARING BOUND MONUMENTS PER TRACT NO. 2150 (107 W. 43)

## REFERENCES:

- (1) RECORDED REFERENCE NUMBER
- (2) SUBDIVISION 8798 (179 W. 3)
- (3) GRANT DEED, DOC NO. 2811-32618
- (4) TRACT 2742 (77 W. 3)
- (5) SUBDIVISION 5200 (107 W. 43)

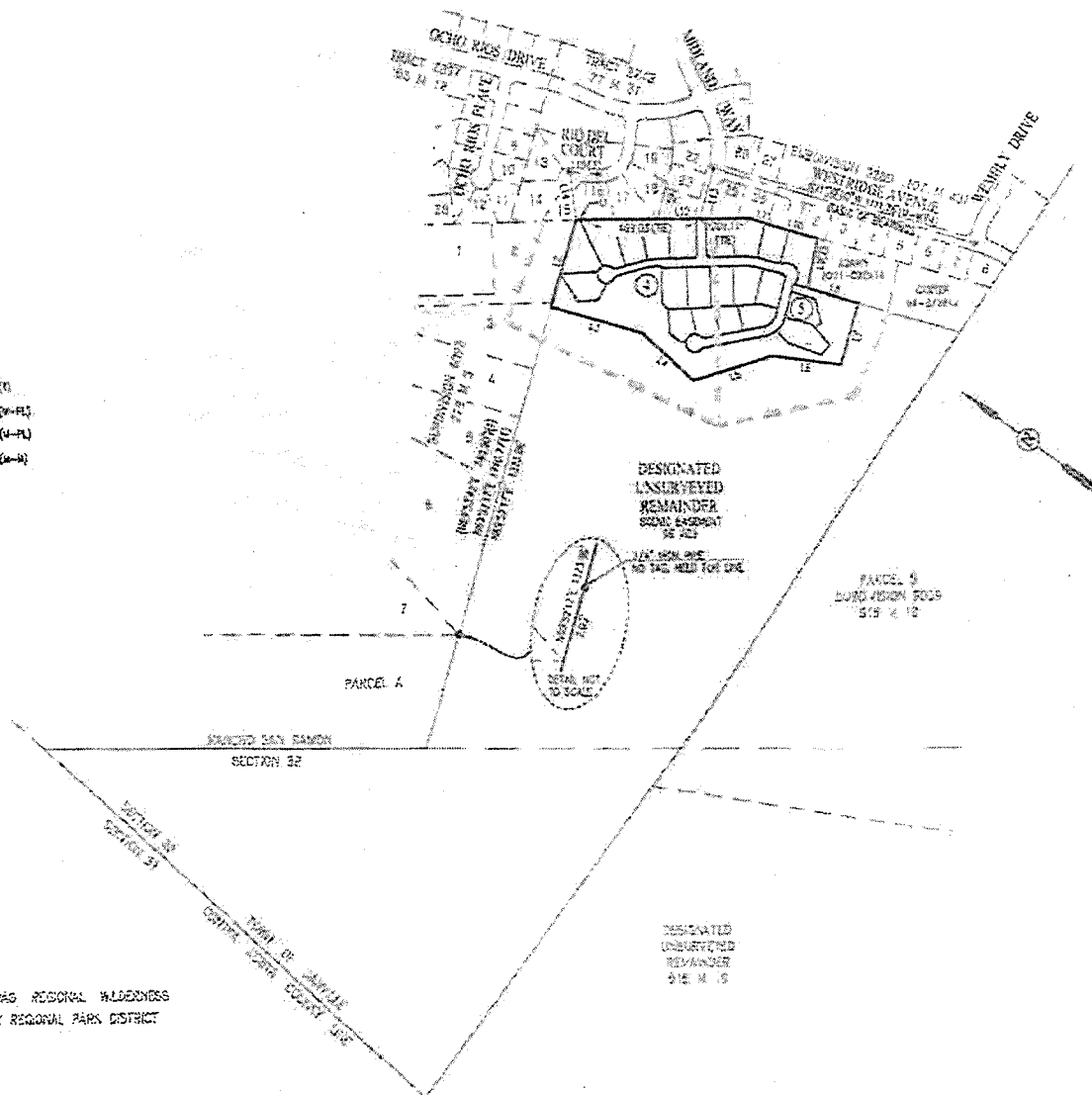
## NOTE:

- 1. A CHISELED MARK SHALL BE CUT INTO THE TOP OF CURB AT THE PROLONGATION OF LOT LINES, AND A REBAR AND CAP, IS 7560, SHALL BE SET AT ALL NON-FRONTAGE CORNERS AND ANGLE POINTS.

## LEGEND

	CHAD AND SUBDIVISION BOUNDARY LINE
	PORT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	ADJACENT LINE
	RANCHO AND SECTION LINE
	TOTAL
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	FOUND MONUMENT AS NOTED
	LANDSCAPE MAINTENANCE EASEMENT
	PUBLIC UTILITY EASEMENT
	SHALL MAINTENANCE ACCESS EASEMENT
	SHEET LIMIT
	SHEET NUMBER

NO.	BEARING	LENGTH
L1	N25°25'06"W	58.36'
L2	N49°22'17"E	368.91'
L3	N23°46'48"W	389.46'
L4	N06°28'58"E	285.81'
L5	N63°56'53"W	139.68'
L6	N26°13'22"W	264.65'
L7	N67°35'43"E	287.48'
L8	N07°28'29"W	215.07'
L9	N64°27'40"E	228.30'
L10	N27°34'37"W	199.21'
L11	N18°28'58"W	87.21'
L12	N17°02'56"W	678.20'
L13	N19°00'00"E	269.25'
L14	N48°25'18"E	194.43'
L15	N32°35'07"W	117.50'



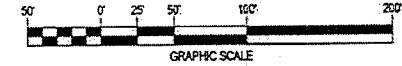
LAS TRAMPAS REGIONAL WILDERNESS  
EAST BAY REGIONAL PARK DISTRICT

# SUBDIVISION 9309 RED HAWK

CONSISTING OF 5 SHEETS  
BEING A PORTION OF RANCHO SAN RAMON AND  
A PORTION OF SECTION 32, T.1S., R.1W., MDW  
TOWN OF DAVISVILLE, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 50' JUNE 2015



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WESTRIDGE AVENUE. THE BEARING BEING N21°00'00"W PER TRACT NO. 3280 (107 M 43).

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) SUBDIVISION 8098 (275 M 3)
- (2) GRANT DEED, DOC NO. 2011-32618
- (3) TRACT 2743 (77 M 31)
- (4) SUBDIVISION 3280 (107 M 43)

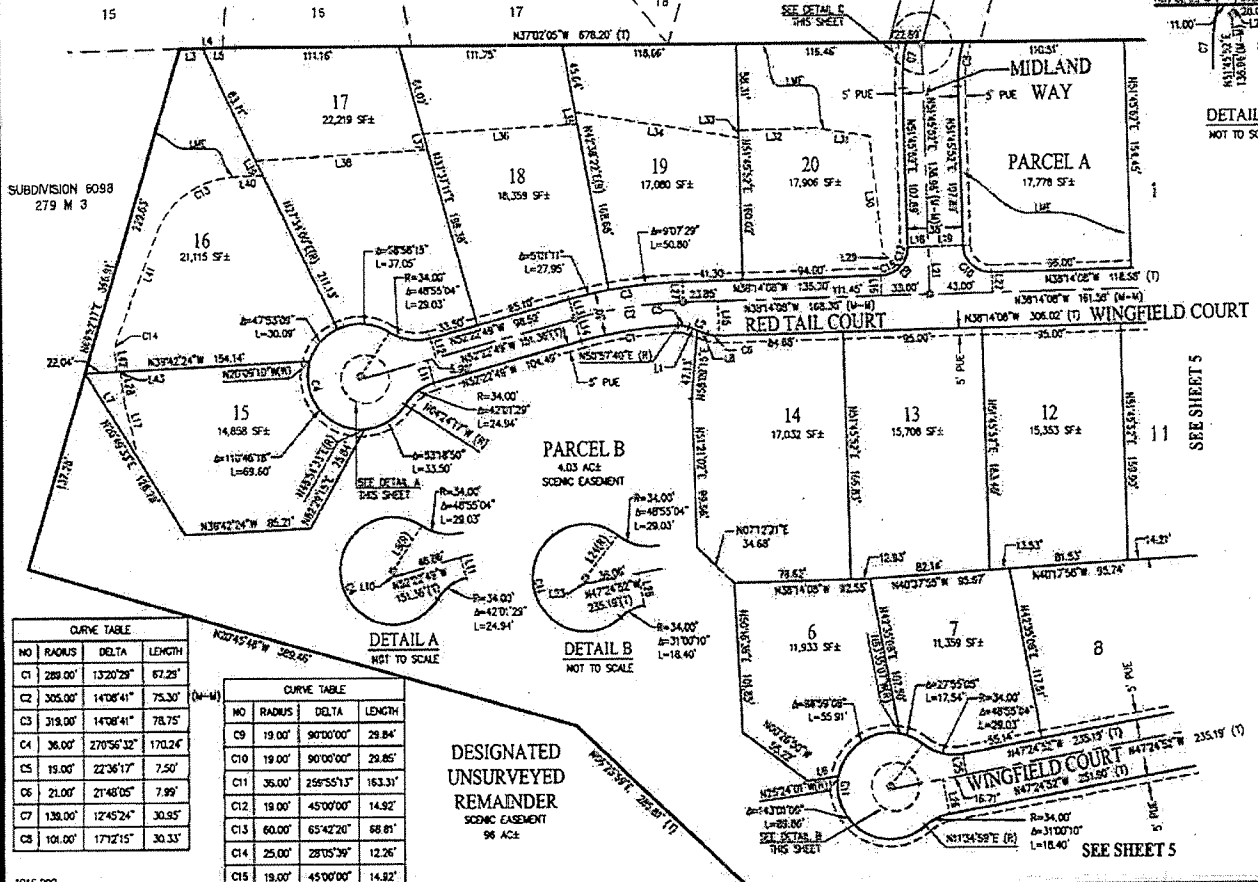
## NOTE:

1. A CHISELED MARK SHALL BE CUT INTO THE TOP OF CURB AT THE PROLONGATION OF LOT LINES, AND A REBAR AND CAP, LS 7960, SHALL BE SET AT ALL NON-FRONTAGE CORNERS AND ANGLE POINTS

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- ADJOINER LINE
- RANCHO AND SECTION LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- TMAE TRAIL MAINTENANCE ACCESS EASEMENT

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N16°26'03"W	8.28'	L10	N37°37'11"E	2.00'	L19	N36°14'08"W	24.00'	L28	S46°03'48"W	22.24'	L37	N37°37'11"E	11.36'
L2	N16°26'03"W	13.77'	L11	N37°37'11"E	16.00'	L20	N69°00'00"E	1.46'	L29	N01°02'36"E	14.80'	L38	N40°05'12"W	117.45'
L3	N36°23'06"W	15.65'	L12	N37°37'11"E	14.00'	L21	N51°45'52"E	33.00'	L30	N46°59'45"E	80.45'	L39	N27°34'00"E	10.70'
L4	N36°23'06"W	38.56'	L13	N37°37'11"E	14.00'	L22	N51°45'52"E	14.00'	L31	N28°00'17"W	26.86'	L40	N40°05'12"W	20.34'
L5	N36°23'06"W	22.84'	L14	N37°37'11"E	18.00'	L23	N42°35'08"E	2.00'	L32	N36°14'08"W	52.72'	L41	N74°09'28"E	76.73'
L6	N45°17'35"W	21.05'	L15	N51°45'52"E	24.00'	L24	N88°29'48"W	36.00'	L33	N51°45'52"E	5.06'	L42	N46°03'48"E	10.93'
L7	N20°49'33"E	68.32'	L16	N51°45'52"E	14.00'	L25	N42°35'08"E	14.00'	L34	N27°39'51"W	113.32'	L43	N39°42'24"W	2.41'
L8	N16°26'03"W	7.48'	L17	S38°53'39"W	38.05'	L26	N42°35'08"E	24.00'	L35	N42°39'22"E	8.37'			
L9	N66°32'15"E	36.00'	L18	N36°14'08"W	14.00'	L27	N51°45'52"E	14.00'	L36	N40°06'12"W	105.44'			



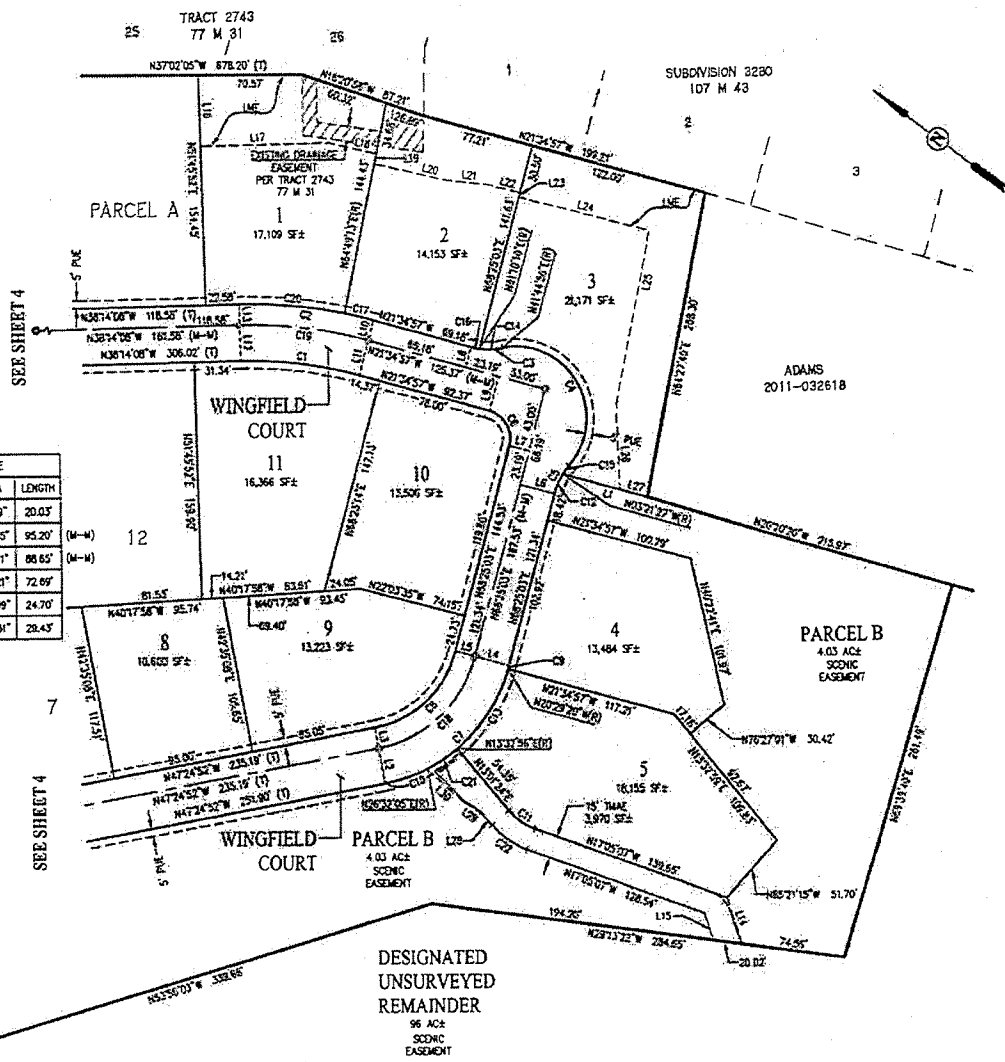
NO	RADIUS	DELTA	LENGTH
C1	289.00'	13°20'29"	67.25'
C2	305.00'	14°05'41"	75.30'
C3	318.00'	14°08'41"	78.75'
C4	36.00'	27°05'32"	170.24'
C5	19.00'	22°36'17"	7.50'
C6	21.00'	21°48'05"	7.99'
C7	138.00'	12°45'24"	30.95'
C8	104.00'	17°12'15"	30.33'

NO	RADIUS	DELTA	LENGTH
C9	19.00'	90°00'00"	29.84'
C10	19.00'	90°00'00"	29.85'
C11	35.00'	25°55'51.3"	163.31'
C12	19.00'	45°00'00"	14.92'
C13	60.00'	65°42'26"	68.81'
C14	25.00'	28°05'39"	12.26'
C15	19.00'	45°00'00"	14.92'

DESIGNATED  
UNSURVEYED  
REMAINDER  
SCENIC EASEMENT  
96 AC±

LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N21°34'57"W	59.68'	L16	N51°45'52"E	47.43'
L2	N42°35'08"E	24.00'	L17	N38°14'08"W	87.00'
L3	N42°35'08"E	14.00'	L18	N23°48'21"W	33.49'
L4	N21°34'57"W	24.00'	L19	N64°49'13"E	5.39'
L5	N21°34'57"W	14.00'	L20	N23°42'38"W	48.91'
L6	N21°34'57"W	24.00'	L21	N30°48'02"W	29.49'
L7	N21°34'57"W	14.00'	L22	N22°37'30"W	23.46'
L8	N68°25'03"E	14.00'	L23	N68°25'03"E	3.30'
L9	N68°25'03"E	24.00'	L24	N22°37'30"W	91.45'
L10	N68°25'03"E	14.00'	L25	N64°30'37"E	118.00'
L11	N68°25'03"E	24.00'	L26	N50°59'50"E	58.07'
L12	N51°45'52"E	24.00'	L27	N21°34'57"W	19.52'
L13	N51°45'52"E	14.00'	L28	N13°01'24"E	7.71'
L14	N34°48'26"E	33.66'	L29	N03°42'15"W	17.77'
L15	N34°48'26"E	19.95'	L30	N05°25'35"E	32.92'

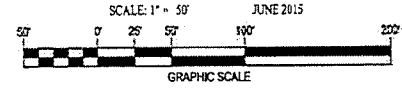
CURVE TABLE				CURVE TABLE			
NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH
C1	281.00'	16°39'11"	81.67'	C17	318.00'	3°35'48"	20.03'
C2	318.00'	16°39'11"	82.72'	C18	83.00'	64°10'05"	95.20'
C3	46.00'	26°40'07"	21.41'	C19	305.00'	16°39'11"	88.65'
C4	48.00'	143°20'14"	120.88'	C20	318.00'	1°30'21"	72.69'
C5	46.00'	26°40'07"	21.41'	C21	108.00'	12°39'09"	24.70'
C6	19.00'	90°00'00"	28.85'	C22	56.00'	30°06'31"	28.43'
C7	109.00'	64°10'05"	122.07'				
C8	71.00'	64°10'05"	79.52'				
C9	109.00'	1°05'37"	2.08'				
C10	109.00'	29°02'12"	55.24'				
C11	41.00'	30°06'31"	21.95'				
C12	46.00'	18°13'30"	14.63'				
C13	109.00'	34°02'18"	64.75'				
C14	46.00'	19°25'14"	15.59'				
C15	46.00'	8°26'37"	6.78'				
C16	48.00'	7°14'33"	5.82'				



# SUBDIVISION 9309 RED HAWK

CONSISTING OF 5 SHEETS  
BEING A PORTION OF RANCHO SAN RAMON AND  
A PORTION OF SECTION 32, T. 15, R. 1W., WDM  
TOWN OF DANVILLE, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS - SURVEYORS - PLANNERS  
SAN RAMON, CALIFORNIA



### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WESTRIDGE AVENUE. THE BEARING BEING N21°00'00"W PER TRACT NO. 3280 (107 M 43).

### REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) SUBDIVISION 6598 (279 M 3)
- (2) GRANT DEED, DOC NO. 2011-32618
- (3) TRACT 2743 (77 M 31)
- (4) SUBDIVISION 3280 (107 M 43)

### NOTE:

1. A CHISELED MARK SHALL BE CUT INTO THE TOP OF CURB AT THE PROLONGATION OF LOT LINES, AND A REBAR AND CAP, LS 7960, SHALL BE SET AT ALL NON-FRONTAGE CORNERS AND ANGLE POINTS

### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	ADJACENT LINE
	RANCHO AND SECTION LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	FOUND MONUMENT AS NOTED
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
TMAE	TRAIL MAINTENANCE ACCESS EASEMENT



**EXHIBIT B**  
**Wiedemann Ranch Geologic Hazard Abatement District – Red Hawk Property**  
**Annexation**

Budget – November 1, 2016

**ASSUMPTIONS**

Total No. of Single Family Residential Units	20
Annual Assessment per Unit (FY 2016/2017)	\$2,395
Annual Adjustment in Assessment (estimated)	3.0%
Inflation (estimated)	3.0%
Investment Earnings (estimated)	4.5%
Frequency of Large-Scale Repair (years)	10
Cost of Large-Scale Repair (current \$)	\$150,000

**ESTIMATED ANNUAL EXPENSES IN 2016/2017 DOLLARS**

Administration (Manager, Treasurer, Clerk, and Legal Counsel)	\$ 7,715
Outside Administration Services, Membership, and Insurance	\$ 424
Monitoring Activities	\$ 4,750
Maintenance and Operation	\$ 9,821
Capital Improvements	\$ 6,097
Major Repair (Annualized)	\$ 15,000
Miscellaneous & Contingency (10%)	<u>\$ 2,881</u>
<b>TOTAL</b>	<b><u>\$46,688</u></b>

**RESULTS OF THE BALLOTS CAST FOR THE PROPOSED ASSESSMENT FOR THE ANNEXED TERRITORY OF THE PODVA DEVELOPMENT TO THE WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT (“GHAD”)**

---

On January 17, 2017 the following ballot results were received by the Wiedemann Ranch GHAD Board for the proposed assessment for the annexed territory of the Podva development to the Wiedemann Ranch GHAD:

Yes \_\_\_\_\_ No \_\_\_\_\_

This vote was included in the ballot submitted by \_\_\_\_\_.

## NOTICE OF ASSESSMENT

Pursuant to the requirements of Section 3114 of the Streets and Highways Code, the undersigned Manager of the Wiedemann Ranch Geologic Hazard Abatement District State of California, hereby gives notice that a diagram and assessment were recorded in the office of the County Recorder of Contra Costa County as provided for in said section, more particularly described on that certain assessment diagram filed in accordance with the section in Book \_\_\_\_ of Maps of Assessments and Community Facilities Districts at Page \_\_\_\_ in the Office of the County Recorder of the County of Contra Costa County and relating to the following described real property (commonly known as Podva development):

The land referred to is situated in the County of Contra Costa County, State of California, and is described as follows:

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the several assessments assessed on the lots, pieces and parcels shown on said filed assessment diagram shall become a lien upon the lots or portions of lots assessed respectively.

Reference is made to the assessment diagram and assessment roll recorded in the office of the County Recorder of Contra Costa County.

Dated: \_\_\_\_\_

Owner Notification:

ATTEST:

**WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT  
BOARD OF DIRECTORS**

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING,  
651 PINE STREET, MARTINEZ, CALIFORNIA 94553-1229**

**FEDERAL D. GLOVER, BOARD DIRECTOR  
CANDACE ANDERSEN, BOARD DIRECTOR  
DIANNE BURGIS, BOARD DIRECTOR  
KAREN MITCHOFF, BOARD DIRECTOR  
JOHN GIOIA, BOARD DIRECTOR**

**AGENDA  
JANUARY 17, 2017**

Geologic Hazard Abatement District (GHAD) Board of Directors for Wiedemann Ranch.

**Time**

**9:30a.m.      DISCUSSION ITEM**

**1.      Wiedemann Ranch GHAD Board of Directors:**

**SUBJECT:** Accepting tabulation of ballots, considering any objections, confirming the assessment, and authorizing the levy and collection of the assessment for the annexed territory of the Podva (aka Red Hawk) subdivision to the Wiedemann Ranch Geologic Hazard Abatement District (“GHAD”).

**NOTICE OF ASSESSMENT**

Pursuant to the requirements of Section 3114 of the Streets and Highways Code, the undersigned Manager of the Wiedemann Ranch Geologic Hazard Abatement District State of California, hereby gives notice that a diagram and assessment were recorded in the office of the County Recorder of Contra Costa County as provided for in said section, more particularly described on that certain assessment diagram filed in accordance with the section in Book \_\_\_\_ of Maps of Assessments and Community Facilities Districts at Page \_\_\_\_ in the Office of the County Recorder of the County of Contra Costa County and relating to the following described real property (commonly known as Podva development):

The land referred to is situated in the County of Contra Costa County, State of California, and is described as follows:

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the several assessments assessed on the lots, pieces and parcels shown on said filed assessment diagram shall become a lien upon the lots or portions of lots assessed respectively.

Reference is made to the assessment diagram and assessment roll recorded in the office of the County Recorder of Contra Costa County.

Dated: \_\_\_\_\_

Owner Notification:

ATTEST:



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: January 17, 2017

Subject: REVIEW OF DRAFT TECHNICAL STUDY OF COMMUNITY CHOICE ENERGY OPTIONS

---

**RECOMMENDATION(S):**

1. ACCEPT this report and, following conclusion of the comment period on January 31, DIRECT County staff to work with MRW and Associates to finalize the technical study for presentation to the Board of Supervisors and the City Councils in March and April 2017 for further action, and potentially for direction to implement one of the Community Choice Energy (CCE) options considered in the study.
2. DIRECT County staff to request, on behalf of the County, the terms of membership in East Bay Community Energy (EBCE) from the EBCE Board of Directors.

**FISCAL IMPACT:**

There is no fiscal impact associated with today's recommendations. Although financial considerations were not the primary focus of the analysis, the Draft Technical Study (**Attachment A**) briefly describes the financial implications of the options evaluated. These financial implications are summarized as follows:

**Contra Costa Joint Powers Authority (JPA) Option**

Creating a new CCE JPA comprising the County and those cities solely within Contra Costa County that are not already participating in a CCE would require the County and participating cities to identify a funding source to support approximately \$2 million in additional start-up costs and secure a source of credit, or "working capital," on

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Jason Crapo,  
925-674-7722

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## FISCAL IMPACT: (CONT'D)

>

the order of \$20 million to bridge the new JPA to the point where it generates sufficient revenue from customer electricity accounts to become self-supporting. Out-of-pocket expenses incurred by these jurisdictions would be reimbursable by the newly created JPA.

The most likely source of funding for the estimated \$2 million in additional start-up costs for a Contra Costa JPA option would be a loan from the County to the JPA, which could be repaid to the County by the JPA, potentially with interest, within the first year or two after the JPA is established.

The County and/or the other member jurisdictions of the JPA would also likely be required to provide a credit guarantee for all or a portion of the "working capital" line of credit (estimated at \$20 million) which would be used to secure power purchase contracts and other necessary expenses prior to the JPA becoming financially self-sufficient.

A budget for the various start-up activities associated with the implementation of a new Contra Costa JPA for the purpose of CCE are outlined in more detail in Attachment B to this report, which was prepared by the County's CCE consultant, LEAN Energy, based on LEAN's direct experience with start-up costs for recently created CCE JPAs in neighboring Bay Area counties.

## MCE, EBCE and PG&E Options

The options of joining MCE (formerly known as "Marin Clean Energy") or EBCE, or remaining with existing PG&E service, are all likely to involve little or no additional direct costs to the County or cities within the County that decide to implement one of these options. However, under these options it is unlikely the County and Contra Costa cities will be reimbursed for any of the consulting expenses and County staff costs already incurred to evaluate CCE options, which so far total approximately \$400,000.

MCE has recently provided clarification of its membership process, known as its Open Inclusion Period, to the County and cities within the county that are not currently MCE members (see Attachment C). This process involves no direct cost to the County, but does require the County or other interested jurisdictions within the county to adopt a resolution, an ordinance, and execute a memorandum of understanding with MCE, among other actions.

The costs associated with joining EBCE are not currently defined, but are expected to be low or none. EBCE has only recently formed its JPA, with the first meeting of the JPA Board of Directors now scheduled for January 30, 2017. Alameda County has funded the start-up costs for EBCE, and cities in Alameda County have not been required to pay any costs to join EBCE. Based on this experience to date, Alameda County staff anticipate that Contra Costa jurisdictions seeking to join EBCE are likely to be granted membership at no cost or at a very low cost. However, the terms of membership for jurisdictions outside of Alameda County seeking to join EBCE will ultimately need to be decided by the EBCE Board of Directors, once it is seated.

If the Board of Supervisors is interested in giving consideration to joining EBCE, the Internal Operations Committee recommends that the Board direct staff to request clarification on the terms of membership in EBCE from the EBCE Board of Directors.

Regarding continuation of current PG&E service, the financial implications are very transparent. No expense or action of any kind from the County or other Contra Costa jurisdictions is required.

## BACKGROUND:

On March 15, 2016, the Board of Supervisors directed staff to 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 MCE
- Form a new joint powers authority with Alameda County and the interested group of cities in the two-county region

The Board directed County staff to request that each participating city contribute financially towards the cost of the technical study in an amount proportional to the size of that city's population.

During the spring of 2016, County staff negotiated a memorandum of understanding (MOU) with the 14 cities within the County that are currently not members of a CCE program (five cities within the County are members of the CCE program initiated in Marin County known as MCE). On April 12, the Board approved a non-disclosure agreement with PG&E to obtain electrical load data within Contra Costa County to inform the study; and on June 21, the Board approved an MOU with participating cities to initiate a technical study. The MOU was executed by 13 of the 14 cities named in the MOU (the City of Orinda did not execute the MOU).

Nine of the cities that are parties to the MOU are designated in the MOU as Funding Cities and have agreed to contribute financially towards the cost of the technical study in an amount proportional to their population size. As described in the MOU, these Funding Cities will reimburse the County for their share of cost following completion of the technical study. The nine cities contributing financially towards the cost of the technical study are Brentwood, Clayton, Concord, Danville, Martinez, Moraga, Pittsburg, Pleasant Hill and San Ramon. The 5 cities that contributed data but decided to not contribute funding for the technical study are Antioch, Hercules, Oakley, Orinda and Pinole.

MRW was selected as the consultant to perform the technical study through a competitive process following the release of a Request for Proposals (RFP) that was administered by the County Department of Conservation and Development and the County's Purchasing Division in the Public Works Department. As specified in the MOU, responses to the RFP were reviewed by an Evaluation Committee comprised of representatives from the County Department of Conservation and Development, the County Administrator's Office, and the cities of Brentwood, Danville and Pittsburg. The Evaluation Committee was unanimous in its selection of MRW as the most qualified of the responsive firms to perform the technical study.

Following the selection of MRW by the Evaluation Committee, the County negotiated a contract with MRW to perform the technical study. This contract was approved by the Board of Supervisors on August 16, 2016. Attached is the draft of the CCE technical study and its findings (Attachment A).

Community Choice Energy (CCE) is described in State law as Community Choice Aggregation. CCE involves cities, counties, or a joint powers authority (JPA) comprised 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 program 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 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 studying or implementing CCE programs. Napa County joined the CCE program initiated in Marin County, MCE, in early 2016. The City and County of San Francisco launched a CCE program in May 2016, and San Mateo County launched its program in October 2016. Alameda County and Santa Clara County are both establishing JPAs for



this purpose, with the intent to launch programs in 2017.

### **Scope of the Technical Study**

Consistent with direction County staff received from the Board of Supervisors when the Board authorized the technical study on March 15, 2016, the scope of the technical study includes a comparison of three different CCE program alternatives that could be implemented by participating jurisdictions in Contra Costa County to the fourth option of remaining with existing service from PG&E. The three CCE alternatives considered in the study are:

1. Form a new joint powers authority (JPA) of the County and interested cities within Contra Costa County for the purpose of implementing Community Choice Energy;
2. Join MCE Clean Energy (MCE) by seeking to become a members of its JPA;
3. Join the new JPA known as East Bay Community Energy (EBCE), along with Alameda County and the interested group of cities in the two-county East Bay region, for the purpose of CCE.

The technical study analyzes electrical load data that the County has requested and obtained from PG&E for the unincorporated area and the 14 participating cities. The technical study projects the electricity rates that might be charged by a new CCE program in Contra Costa County to its customers under several energy procurement scenarios and compares these projected rates to PG&E's projected rates. The study assesses the potential for a CCE program to lower greenhouse gas emissions generated from energy use within the participating jurisdictions compared to current PG&E service, and the extent to which a CCE program could stimulate economic activity within the County through reduced electricity rates and construction of local renewable energy generation facilities. Finally, the study includes a comparison among the three CCE program alternatives considered and the option of continuing with existing PG&E service, and presents the tradeoffs associated with each of these four options.

### **Main Findings of the Draft Technical Study**

The main findings of the Draft Technical Study (found in its Executive Summary) are as follows:

1. Jurisdictions in Contra Costa County studied in the Draft Technical Study have several options for implementing a CCE program that would likely result in lower GHG emissions, increased local renewable energy generation, and increased local job creation compared to remaining with current electricity service from the PG&E.
2. The electricity rates charged under various CCE scenarios available to the jurisdictions covered in the Draft Technical Study would likely be similar or less than the rates charged by PG&E for comparable service. The degree to which CCE rates are reduced below comparable PG&E rates depends in large part on the extent to which the CCE pursues policy objectives other than rate minimization in its energy procurement practices. Competing policy objectives may include increasing the supply of locally generated renewable energy, promoting energy efficiency, and maximizing local employment generated from a CCE program.
3. The Draft Technical Study finds that Contra Costa County includes enough technically feasible locations to meet a significant proportion of electricity demand for the area studied through locally generated renewable energy. Forty percent of the technically feasible sites fall within the Northern Waterfront Economic Development Initiative area.
4. The implementation of a CCE program within the studied area is projected to create between 530 and 680 new jobs within Contra Costa County compared to remaining with current PG&E service, depending on the CCE option implemented.
5. The Draft Technical Study compares three CCE program alternatives to current PG&E service and identifies the tradeoffs associated with these four alternatives. The decision of which program alternative to implement will require policy makers to balance costs and potential risks and benefits of each option.

The Draft Technical Study was presented to the Internal Operations Committee on December 12 and has been

distributed to the participating cities and the general public for comment. Comments received as of January 11, along with an analysis of a recent community survey on CCE, are attached to this report as **Attachments E - H**. At the direction of the Internal Operations Committee and in response to comments received thus far, the staff presentation summarizing the Draft Technical Study (**Attachment D**) has been modified and expanded to better communicate the information in the study. However, no modifications will be made to the actual Draft Technical Study prior to the closure of the comment period on January 31, 2017.

Seven of the participating cities have so far requested presentations of the Draft Technical Study at upcoming City Council meetings in early 2017. Several community groups have also expressed interest in receiving presentations of the Draft Study results.

### ATTACHMENTS

Attachment A\_Draft Community Choice Energy Technical Study

Attachment B\_Draft CCE Implementation Budget

Attachment C\_MCE Membership Requirements\_11-8-16

Attachment D: Powerpoint Presentation\_Community Choice Energy DRAFT Technical Study

Attachment E: Community Survey Analysis as of 1/6/17

Attachment F: Public Comment\_MCE

Attachment G: Public Comment\_IBEW

Attachment H: Public Comment\_Jim Moita

**DRAFT**

# **Technical Study for Community Choice Aggregation Program in Contra Costa County**

---

Prepared by:



MRW & Associates, LLC  
1814 Franklin Street, Ste 720  
Oakland, CA 94612

With



Economic  
Development  
Research Group  
Boston, MA



Sage Renewables  
San Francisco, CA

November 30, 2016

# Table of Contents

<b>Executive Summary</b> .....	<b>i</b>
<b>Loads and Forecast</b> .....	<b>ii</b>
<b>CCE Power Supplies</b> .....	<b>iii</b>
<b>CCE Rate Analysis Results</b> .....	<b>iv</b>
<b>Macroeconomic and Job Impacts</b> .....	<b>vi</b>
<b>Comparative Analysis of CCE Options</b> .....	<b>viii</b>
<b>Conclusions</b> .....	<b>x</b>
<b>Chapter 1: Introduction</b> .....	<b>1</b>
<b>What is a CCE?</b> .....	<b>1</b>
<b>Assessing CCE Feasibility</b> .....	<b>2</b>
<b>Chapter 2: Economic Study Methodology and Key Inputs</b> .....	<b>3</b>
<b>Contra Costa County Loads and CCE Load Forecasts</b> .....	<b>5</b>
<b>CCE Supplies</b> .....	<b>8</b>
Power Supply Cost Assumptions .....	11
Local Solar Analysis .....	13
Local Solar Modeled in the CCE Scenarios .....	19
Greenhouse Gas Costs .....	19
Other CCE Supply Costs .....	19
<b>PG&amp;E Rate and Exit Fee Forecasts</b> .....	<b>20</b>
PG&E Bundled Generation Rates .....	20
PG&E Exit Fee Forecast .....	21
<b>Pro Forma Elements and CCE Costs of Service</b> .....	<b>22</b>
Pro Forma Elements .....	22
Startup Costs .....	23
Administrative and General Cost Inputs .....	24
Cost of Service Analysis and Reserve Fund .....	24
<b>Chapter 3: Cost and Benefit Analysis</b> .....	<b>26</b>
<b>Scenario 1 (Minimum RPS Compliance)</b> .....	<b>26</b>
CCE Average Costs .....	26
Residential Bill Impacts .....	27
Greenhouse Gas Emissions .....	28
<b>Scenario 2 (Accelerated RPS)</b> .....	<b>29</b>
CCE Average Costs .....	29
Residential Bill Impacts .....	30
GHG Emissions .....	31
<b>Scenario 3 (Minimum RPS Compliance plus Local Procurement)</b> .....	<b>32</b>
CCE Costs .....	32
Residential Bill Impacts .....	33
GHG Emissions .....	33
<b>Scenario 4 (Accelerated RPS plus Local Procurement)</b> .....	<b>34</b>
CCE Average Costs .....	34
Residential Bill Impacts .....	35
GHG Emissions .....	36

<b>Chapter 4: Sensitivity of Results to Key Inputs</b> .....	<b>37</b>
Lower Participation Sensitivity .....	37
Higher Local Renewable Power Prices Sensitivity .....	38
Higher Renewable Power Prices Sensitivity.....	38
Higher Exit Fee (PCIA) Sensitivity .....	39
Lower PG&E Portfolio Cost Sensitivity .....	39
Higher Natural Gas Prices Sensitivity .....	40
Stress Case and Sensitivity Comparisons .....	40
Conclusions .....	43
<b>Chapter 5: Macroeconomic Impacts</b> .....	<b>44</b>
How a CCE interacts with the Surrounding Economy .....	44
Job Impacts of Proposed CCE Scenarios .....	45
Overview of Scenario Effects .....	45
Resulting Impacts on Jobs .....	48
Allocation of Earned Income Gains .....	54
<b>Chapter 6: Other Risks</b> .....	<b>57</b>
Financial Risks to CCE Members.....	57
Procurement-Related Risks .....	58
Legislative and Regulatory Risks .....	59
PCIA Uncertainty.....	59
Impact of High CCE Penetration on the PCIA .....	59
Impact of High CCE Penetration on Low-Carbon Resources.....	60
Bonding Risk.....	60
<b>Chapter 7: Comparative Analysis of CCE Options</b> .....	<b>62</b>
Rates .....	63
GHG Reduction .....	64
Local Economic Benefits .....	65
CCE Governance: Voting.....	65
CCE Governance: Other .....	68
Timing and Process to Join/Form.....	69
Costs to Join the CCE .....	71
Exiting the CCE.....	71
Remaining With PG&E.....	72
Summary .....	72
<b>Chapter 8: Other Issues Investigated</b> .....	<b>75</b>
Synergies on the Northern Waterfront .....	75
“Minimum” CCE Size? .....	76
Individuals and Communities Self-Selecting 100% Renewables.....	77
Competition with a PG&E Solar Choice Program .....	78
Differences Between the Analyses for Contra Costa and Alameda Counties .....	79
<b>Chapter 9: Conclusions</b> .....	<b>82</b>

**List of Acronyms**

AEE	Additional Achievable Energy Efficiency
CAISO	California Independent System Operator
CBA	Collective Bargaining Agreement
CCA	Community Choice Aggregation
CCE	Community Choice Energy
CEC	California Energy Commission
CPUC	California Public Utilities Commission
EE	Energy Efficiency
EBCE	East Bay Community Energy
ESPs	Energy Service Providers
FY	Fiscal Year
GHG	Greenhouse Gas
GRP	Gross Regional Product
GWh	Gigawatt-hour (= 1,000 MWhs)
IOU	Investor-Owned Utility
I/T	Information Technology
JEDI	Jobs and Economic Impact (model)
JPA	Joint Powers Authority
kWh	Kilowatt-hour
MW	Megawatt
MWh	Megawatt-hour
NREL	National Renewable Energy Laboratory
PCIA	Power Charge Indifference Adjustment
PEIR	Programmatic Environmental Impact Report
PG&E	Pacific Gas & Electric
REC	Renewable Energy Credit
REMI	Regional Economic Modeling Inc
RPS	Renewable Portfolio Standard
SB 350	Senate Bill 350
TURN	The Utility Reform Network



## Executive Summary

### Main Findings

1. This study finds that the jurisdictions in Contra Costs County studied in this report have several options for implementing a Community Choice Energy (CCE) program that would likely result in lower GHG emissions, increased local renewable energy generation, and increased local job creation compared to remaining with current electricity service from the Pacific Gas and Electric Company (PG&E).
2. The electricity rates charged under various CCE scenarios available to the jurisdictions covered in this study would likely be similar or less than the rates charged by PG&E for comparable service. The degree to which CCE rates are reduced below comparable PG&E rates depends in large part on the extent to which the CCE pursues policy objectives other than rate minimization in its energy procurement practices. Competing policy objectives may include increasing the supply of locally generated renewable energy, promote energy efficiency, and maximizing local employment generated from a CCE program.
3. This study finds that Contra Costa County includes enough technically feasible locations to meet a significant proportion of electricity demand for the area studied through locally generated renewable energy. Forty percent of the technically feasible sites fall within the Northern Waterfront Economic Development Initiative area.
4. The implementation of a CCE program within the studied area is projected to create between 500 and 1000 new jobs within Contra Costa County compared to remaining with current PG&E service, depending on the CCE option implemented.
5. This study compares three CCE program alternatives to current PG&E service and identifies the tradeoffs associated with these four alternatives. The decision of which program alternative to implement will require policy makers to balance costs and potential risks and benefits of each option, which are described in detail.

### Purpose of this Study

California Assembly Bill 117, passed in 2002, established Community Choice Aggregation in California to provide the opportunity for local governments or special jurisdictions to procure or provide electric power for their residents and businesses. On March 15, 2016, the Contra Costa County (County) Board of Supervisors directed County staff to work with cities within the County to obtain electrical load data from PG&E for conducting a technical study of options for implementing CCE within the County's unincorporated area and the 14 cities within the County not currently participating in a CCE program. The Board of Supervisors further directed the CCE technical study to compare alternatives for implementing CCE (i.e., establishing a Contra Costa County-Only CCE or joining one of the neighboring CCEs – MCE Clean Energy or East Bay Community Energy) to the option of remaining with PG&E.



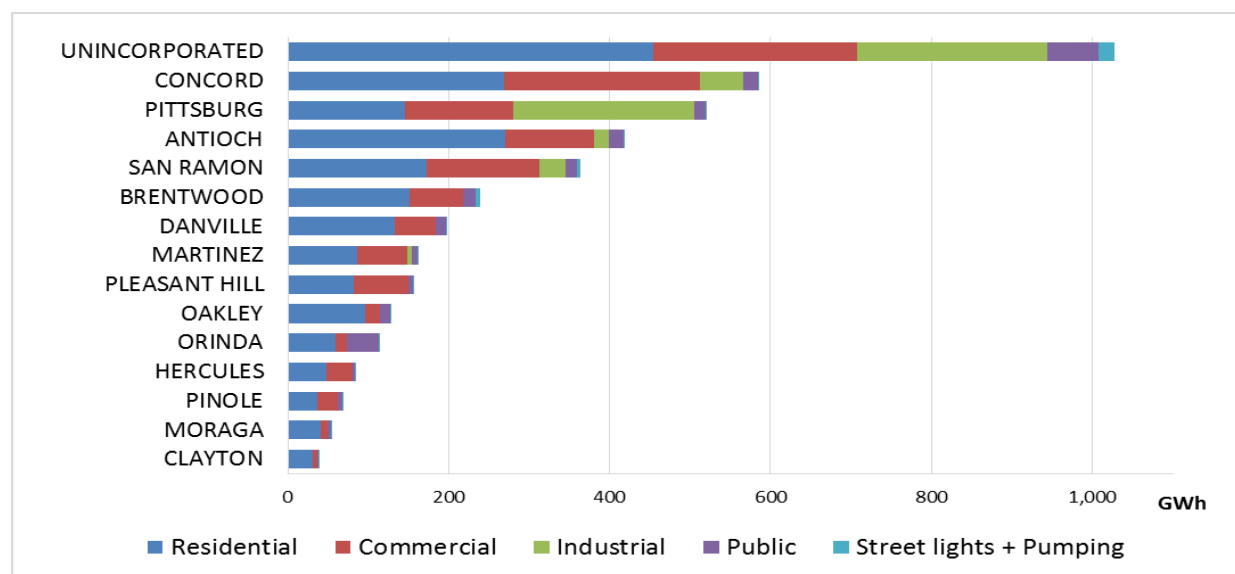
To assess whether a stand-alone CCE is “feasible” in Contra Costa County, the local objectives must be laid out and understood. Based on the specifications of the initial request for proposals and input from the County, this study:

- Quantifies the electric loads that a Contra Costa County CCE would serve;
- Includes analysis of in-county renewable generation;
- Compares the rates that could be offered by the CCE to PG&E’s rates;
- Calculates the macroeconomic development and employment benefits of CCE formation; and
- Compares the benefits and risks of forming a CCE or joining a neighboring CCE versus remaining on PG&E bundled service.

## Loads and Forecast

Figure ES-1 provides a snapshot of Contra Costa County bundled electric load in 2015 by city and by rate class.<sup>1</sup> As the figure shows, total bundled electricity load in 2014 from Contra Costa County was approximately 4,000 GWh. The unincorporated areas of the County represented 25% of County load, and the cities of Concord and Pittsburg were together responsible for another 25%. Residential and commercial customers made up most the County load, with smaller contributions from the industrial and public sectors.

**Figure ES-1. PG&E’s 2015 Bundled Load in Contra Costa County by Jurisdiction and Rate Class**



<sup>1</sup> “Bundled” load includes only load for which PG&E supplies the power; it excludes load from Direct Access customers, load in the jurisdiction of another CCA provider, and load met by customer self-generation. This excludes load originating in the cities of El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek, which are served by Marin Clean Energy.

## CCE Power Supplies

The CCE's primary function is to procure supplies to meet the electrical loads of its customers. By law, the CCE must also supply a certain portion of its sales to customers from eligible renewable resources. This Renewable Portfolio Standard (RPS) requires 33% renewable energy supply by 2020, increasing to 50% by 2030. The CCE may additionally choose to source a greater share of its supply from renewable sources than the minimum requirements, or may seek to otherwise reduce the environmental impact of its supply portfolio. The CCE may also use its procurement function to meet other objectives, such as sourcing a portion of its supply from local projects to promote economic development in the County. The four supply scenarios considered in this analysis are summarized in Table ES-1.

**Table ES-1: Four Scenarios Modeled<sup>2</sup>**

Scenario:	1	2	3	4
% RPS-Eligible in 2020	33%	50%	33%	50%
% RPS-Eligible in 2030	50%	80%	50%	80%
Share of RPS-Eligible from Local Resources	0%	0%	50%	50%

## Local Renewable Development

The CCE may choose to contract with or develop renewable projects within Contra Costa County to promote economic development or reap other benefits. This study found 1,395 parcels that met the established criteria and 1,875 individual sites within the identified parcels where either a solar shade structure, large rooftop or ground mounted system could be developed. Table ES-2 shows the total solar PV generation capacity within the County based on the methodology and assumptions Chapter 3.

**Table ES-2. Total PV Solar Generation Potential and Build Cost**

	Ground Mount	Shade Structure	Roof Mounted	Total
<b>PV Capacity (MW)</b>	1,891	1,320	144	3,355
<b>PV Production (GWh)</b>	3,025	2,113	230	5,369
<b>Build Cost (\$ Millions)</b>	\$3,417	\$3,977	\$371	\$7,660
<b>Build Cost (\$/Watt)</b>	\$1.99	\$3.10	\$2.62	\$2.56
<b>No of PV Systems</b>	845	886	144	1,875

<sup>2</sup> Customer-sited solar is not considered RPS-eligible in California and is not included in the RPS procurement in these scenarios. Customer-sited solar is incorporated in this analysis as a reduction to the CCE's load.

## CCE Rate Analysis Results

### Scenarios 1 and 3 (Simple Renewable Compliance)

In Scenario 1, the CCE meets the mandated 33% RPS requirement in 2020 and the 50% RPS requirement in 2030, plus the 55% proposed target between 2030 and 2038. Annual GHG emissions are 50% lower on average than PG&E's forecasted annual GHG emissions by assuming a fraction of the non-RPS power is provided by large hydroelectric resources.

Figure ES-2 summarizes the results of Scenario 1. The figure shows the total average cost of the Contra Costa County CCE to serve its customers (vertical bars) and the comparable PG&E generation rate (line).<sup>3</sup> Of the CCE cost elements, the greatest cost is for non-renewable generation (including large hydroelectric), followed by the cost for renewable generation, which increases over the years per the RPS requirements. Another important CCE customer cost is the Power Charge Indifference Adjustment (PCIA), which is the CPUC-mandated charge that PG&E must impose on all CCE customers.<sup>4</sup>

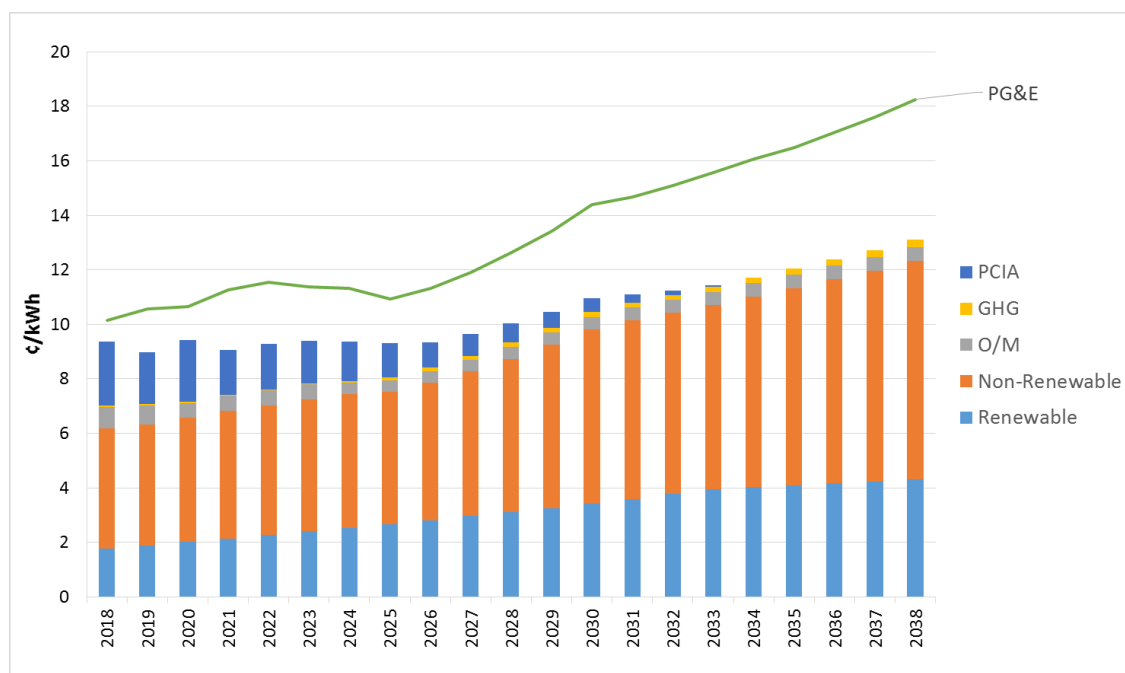
Under Scenario 1, the differential between PG&E generation rates and the average cost for the Contra Costa County CCE to serve its customers (*aka* the CCE rates) is positive in each year (*i.e.*, CCE rates are lower than PG&E rates). As a result, Contra Costa County CCE customers' average generation rate (including contributions to the reserve fund) can be set at a level that is lower than PG&E's average customer generation rate in each year.

Scenario 3 is the same as Scenario 1 except that by 2028 one-half of the renewable power is provided by local resources. The differential between PG&E generation rates and Contra Costa County CCE customer rates in Scenario 3 is lower than in Scenario 1; however, the expected Contra Costa County CCE rates continue to be lower than the forecast PG&E generation rates for all years from 2018 to 2038.

---

<sup>3</sup> All rates are in nominal dollars. Note that these are NOT the full rates shown on PG&E bills. They are only the generation portion of the rates. Other parts of the rate, such as transmission and distribution, are not included, as customers pay the same charges for these components regardless of who is providing their power.

<sup>4</sup> Per current regulations, the PCIA fee is expected to decrease in most years beginning in 2019 and to have less of an impact on CCE customer rates over time as resources expire from PCIA-eligibility for CCE customers. However, given that PCIA regulations are subject to change, the possibility that PCIA rates may not fall as expected is considered in the High PCIA scenario.

**Figure ES-2. Scenario 1 Forecast Average CCE Cost and PG&E Rates, 2018-2038**

### Scenarios 2 and 4 (Accelerated RPS)

Under Scenario 2, the Contra Costa County CCE starts with 50% of its load being served by renewable sources in 2017, and increases this at a quick pace to 80% renewable energy content by 2030. Scenario 4 is the same as Scenario 2 except that by 2027 one-half of the renewable power is provided by local resources.

The differential between PG&E generation rates and Contra Costa County CCE customer rates in Scenario 2 and 4 is lower than in Scenarios 1 and 3; however, the expected Contra Costa County CCE rates continue to be lower than the forecast PG&E generation rates for all years from 2018 to 2038.

### Greenhouse Gas Emissions

Under Scenarios 1 and 3, we include enough GHG-free hydroelectric power so that the Contra Costa County CCE's GHG emissions rate is about half of PG&E's GHG emissions rate. This requires using large hydroelectric power for 35% of the CCE's generation portfolio, on average from 2018 to 2038. Though this large hydroelectric power would not qualify for RPS requirements, it is considered a non-GHG emitting resource.<sup>5</sup> Under Scenario 2 and 4 these additions of large hydro power are not needed once the high renewable targets are met. The result is a portfolio that averages 20% large hydro from 2018 to 2028.

<sup>5</sup> While there is a limited supply of uncontracted large hydroelectric power, Marin Clean Energy and Sonoma Clean Power have been successful in procuring this resource. To account for the limited supply, we added a 10% premium to the cost of this power.

Figure ES-4 compares the Scenario 2 GHG emissions from 2018-2038 for the Contra Costa County CCE with what PG&E's emissions would be for the same load if no CCE were formed. Since Scenario 2 has a higher renewable generation target (80% by 2030), the hydroelectric generation necessary to achieve the same GHG emissions reduction is lower. Because of trading off large hydro for RPS-eligible energy, GHG emissions in Scenario 2 are the same as Scenario 1 through 2030, after which the CCE's portfolio will produce half the GHG emissions compared to PG&E.

Note that the analysis assumes "normal" hydroelectric output for PG&E. During the drought years, PG&E's hydro output has been at about 50% of normal, and the utility has made up these lost megawatt-hours through additional gas generation. This means that the "normal" PG&E emissions shown here are lower than the "current" emissions. If, as is expected by many experts, the recent drought conditions are closer to the "new normal", then PG&E's GHG emissions in the first 8 years would be approximately 30% higher. Depending on whether the CCE were similarly affected by limited hydroelectric supply, the CCE's emissions may increase as well.

**Table ES-4. Comparative GHG total emissions for PG&E and Contra Costa CCA**

GHG emissions	PG&E (KTonnes) <sup>6</sup>	Contra Costa CCA (KTonnes)	Savings (%)
<b>Scenario 1</b>	5,882	2,957	50%
<b>Scenario 2</b>	5,882	2,693	54%
<b>Scenario 3</b>	5,882	2,957	50%
<b>Scenario 4</b>	5,882	2,693	54%

## Macroeconomic and Job Impacts

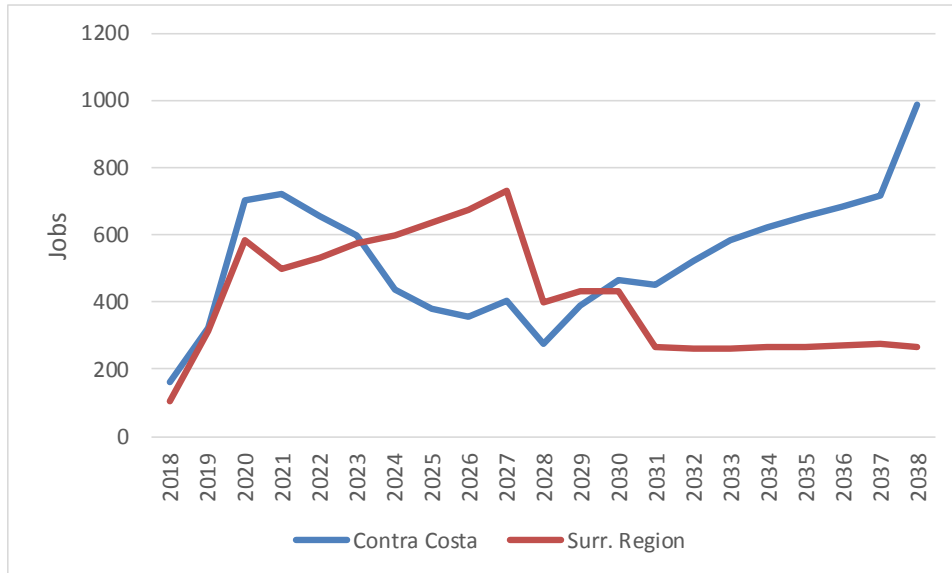
The local economic development and jobs impacts for the four scenarios were analyzed using the dynamic input-output macroeconomic model developed by Regional Economic Models, Inc. (REMI). The model accounts for not only the impact of direct CCE activities (e.g., local project installations for two of the four scenarios, program administration), but also how the rate savings that County households and businesses might experience with a CCE ripple through the local economy, creating more jobs and regional economic growth.

A CCE can also offer positive economic development and employment benefits to the County. The CCE could create approximately 500 to 1000 additional annual jobs in the County plus an additional 80 to 700 jobs in the neighboring counties depending on the scenario. The job

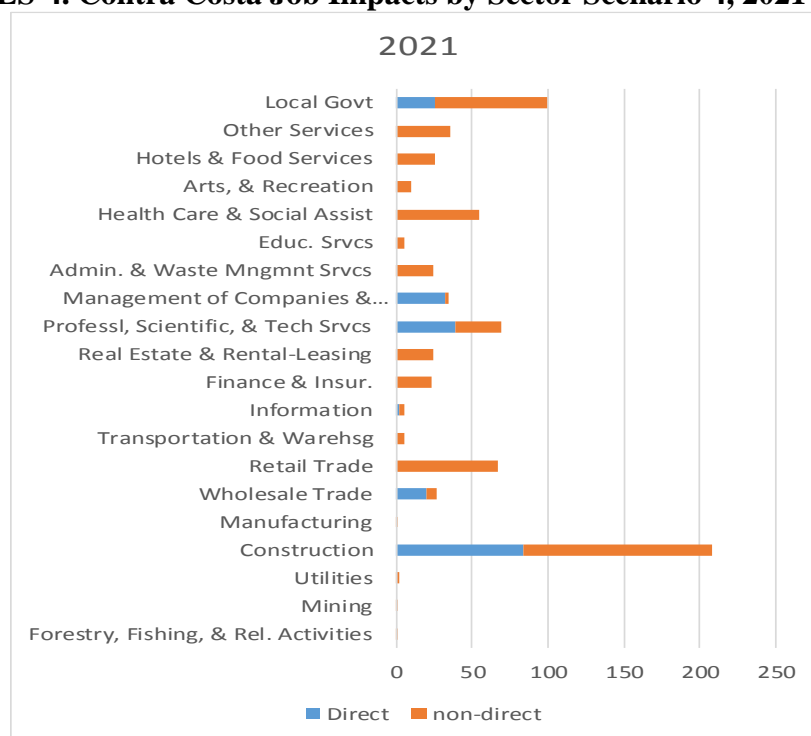
<sup>6</sup> Thousands of metric tons

impacts include not just the stimulus from program-related effects but jobs resulting from *multiplier effects* and *competitiveness effects*. Scenario 4 – with the smallest of *net* rate savings for the County’s electric customers poses the largest investment for small-solar across the local economy. Figure ES-3 illustrate this through high-level results expressed as annual job changes for the Scenario 4.

**Figure ES-3. Scenario 4 Regional Annual Jobs Impacts, 2018 to 2038**



The economic activity generated by the CCE results in incremental employment in a variety of sectors. Figure ES-4 shows the job impacts (direct and indirect) by sector for Scenario 4 in 2021 (the year in which the CCE’s assumed solar investment is maximum).

**Figure ES-4. Contra Costa Job Impacts by Sector Scenario 4, 2021 and 2038**

## Comparative Analysis of CCE Options

Having the County and its cities form its own Joint Powers Authority (JPA) and CCE Program is not the only possibility for CCE participation. First, the Counties and/or its cities may join MCE Clean Energy (MCE). In fact, five cities in the County—El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek—are already members of MCE. These cities joined between 2012 and 2016, and have full standing on MCE’s board of directors. Second, the County and/or its cities could join East Bay Community Energy (Alameda County, EBCE). While this CCE has not formally been formed—the Alameda County Board of Supervisors and the respective city Councils are currently taking up the matter, and the JPA board may be seated as early as January 2017, with delivery of power beginning in late 2017. Furthermore, the County and each city need not join one or other CCE *en masse*, but instead can join one or the other CCEs individually (or neither).

Table ES-6 below provides a qualitative summary of the differences and similarities among these options. While a quantitative comparison would appear to provide more rigor, in this case it would provide only false precision. First and foremost, two of the potential CCE options are with entities which, while potentially viable, do not yet exist. Without power contracts, portfolios or procurement guidelines and policies, it would be unwise to claim that EBCE or a potential Contra Costa-only CCE would have rates or greenhouse gas emissions higher or lower than the other. Comparisons against MCE can be somewhat more reasonably asserted; however, its stated goals—greater renewable energy content, lower greenhouse gas emissions, local generation, and comparable rates—are nearly identical to those stated by EBCE, so as to make long-range rate and emissions distinctions immaterial. Thus, the qualitative comparisons

provided in the table do not provide sharp distinctions between the CCE options.<sup>7</sup> All these options are expected to provide similar rates and GHG emissions, with differences arising from variations in the priorities and procurement decisions of the individual governance boards. What truly distinguishes these options are primarily governance options (i.e., in-county only versus shared with other entities) and the amount of risk assumed (i.e., developing or signing on with a new CCE versus joining one with a record of satisfactory performance).

**Table ES-5. Comparison of Contra Costa CCE Options**

Criterion	Form CCCo JPA	Join MCE	Join EBCE	Stay with PG&E
<b>Rates</b>	Likely lower	Likely Lower	Likely Lower	Base
<b>GHG Reduction Potential Over Forecast Period</b>	Some	Some	Some	Base
<b>Local Control/Governance</b>	Greatest	Some	Greater	None
<b>Local Economic Benefits</b>	Greatest	Some	Greater	Minimal
<b>Start Up Costs/Cost to Join</b>	Low, but greater risk <sup>8</sup>	None	Unknown, but likely to be none	None
<b>Level of Effort</b>	Greatest	Minimal	Greater	None
<b>Program Risks</b>	Greatest	Minimal	Some	Base
<b>Timing (earliest)</b>	Mid-Late-2018	Late-2017	Mid-2018	N/A

<sup>7</sup> Differences between the CCE options and the option to stay with PG&E are more marked and better quantifiable, given that information on PG&E's power portfolios, procurement plans, and costs are at least partially available through various filings and applications PG&E has made before the CPUC. The comparisons provided above between the CCE's rates and PG&E's rates takes advantage of this information and market data on power procurement costs to develop quantitative comparisons between the CCE and PG&E options.

<sup>8</sup> Start-up costs incurred by the County or others are likely to be reimbursed by the JPA.



## Conclusions

Overall, a CCE in Contra Costa County appears feasible. Given current and expected market and regulatory conditions, a Contra Costa County CCE should be able to offer its residents and businesses electric rates that are less than those available from PG&E.

Sensitivity analyses suggest that these results are relatively robust. Only when very high amounts of renewable energy are assumed in the CCE portfolio, combined with other negative factors, such as higher PCIA rates, higher prices for local renewable power, and lower PG&E costs, do PG&E's rates become consistently more favorable than the CCE's.

A Contra Costa County CCE would also be well positioned to help facilitate greater amounts of renewable generation to be installed in the County. Because the CCE would have a much greater interest in developing local solar than PG&E, it is much more likely that such development would occur with a CCE in the County than without it.

The CCE can also reduce the amount greenhouse gases emitted by the County if the CCE prioritizes this goal. Because PG&E's supply portfolio has significant carbon-free generation (from large hydroelectric and nuclear generators), the CCE would need to contract for significant amounts of hydroelectric or other carbon-free power above and beyond the required qualifying renewables to reduce the County's GHG footprint from electricity use. This analysis assumes that the CCE procures enough GHG-free generation to halve PG&E's GHG emissions rate, subject to constraints on the minimum share of market supplies in the CCE portfolio.

A CCE can also offer positive economic development and employment benefits to the County. At the peak, the CCE could create approximately 500 to 1000 new jobs in the County plus additional jobs in neighboring counties. What may be surprising is that much of the economic benefits come from reduced rates: residents and, more importantly, businesses can spend and reinvest their bill savings, and thus generate greater economic impacts.

While the analytical focus of this report has been on a stand-alone Contra Costa County CCE, that is not the only choice for Contra Costa communities. Overall, there is insufficient data to suggest that a stand-alone Contra Costa CCE would offer lower rates or greater GHG savings than joining MCE or EBCE. Either forming or joining a CCE would likely offer modestly lower rates, more local economic development, and similar or lower GHG emissions than remaining with PG&E. Joining MCE would likely result in the quickest path to CCE implementation, however at a loss of local control and CCE policy formation. Because it has yet to be formed, joining with EBCE would take longer than joining the already-established MCE, but would offer greater input into the CCE's policies and formation.

Although all the CCE program options available to the jurisdictions studied would likely provide both environmental and economic benefits compared to PG&E, continuing service from PG&E remains an option for not only a community but also for any individual or business whose community has selected CCE service. PG&E is an experienced power provider and is regulated by the state. Furthermore, remaining with PG&E takes no city action. Lastly, simply because a Contra Costa community does not join a CCE in 2017 or 2018 does not necessarily preclude it from doing so in the future, although waiting may result in an "entry fee" or perhaps a high PCIA rate.

## Chapter 1: Introduction

On March 15, 2016, the Contra Costa County (County) Board of Supervisors directed County staff to work with cities within the County to obtain electrical load data from the Pacific Gas and Electric Company (PG&E) for the purpose of conducting a technical study of options for implementing Community Choice Energy (CCE) within the County's unincorporated area and the 14 cities within the County not currently participating in a CCE program. The Board of Supervisors further directed the CCE technical study to compare the following alternatives for implementing CCE to the option of remaining with current electrical service from PG&E:

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 (MCE).

The County and the 14 Contra Costa cities not currently participating in a CCE program all authorized the collection of load data from PG&E for this technical study. In addition, the County and the cities of Brentwood, Clayton, Concord, Martinez, Pleasant Hill, Pittsburg and San Ramon, and the Towns of Danville and Moraga, contributed funding for the completion of this study.

### What is a CCE?

California Assembly Bill 117, passed in 2002, established Community Choice Aggregation (also known as Community Choice Energy or "CCE") in California, for the purpose of providing the opportunity for local governments or special jurisdictions to procure or provide electric power for their residents and businesses.

Under existing rules administered by the California Public Utilities Commission, PG&E must use its transmission and distribution system to deliver the electricity supplied by a CCE in a non-discriminatory manner. That is, it must provide these delivery services at the same price and at the same level of reliability to customers taking their power from a CCE as it does for its own full-service customers. By state law, PG&E also must provide all metering and billing services such that customers receive a single electric bill each month from PG&E, which would differentiate the charges for generation services provided by the CCE from the charges for PG&E delivery services. Money collected by PG&E on behalf of the CCE must be remitted in a timely fashion (e.g., within 3 business days).

As a power provider, the CCE must abide by the rules and regulations placed on it by the State and its regulating agencies, such as maintaining demonstrably reliable supplies, fully cooperating with the State's power grid operator, and meeting renewable procurement requirements. However, the State has no rate-setting authority over the CCE; the CCE may set rates as it sees fit so as to best serve its constituent customers.

Per California law, when a CCE is formed all the electric customers within its boundaries will be placed, by default, onto CCE service. However, customers retain the right to return to PG&E service at will, subject to whatever administrative fees the CCE may choose to impose.

California currently has five active CCE Programs: MCE, serving Marin County and selected neighboring jurisdictions; Sonoma Clean Power, serving Sonoma County; CleanPowerSF, serving San Francisco City and County; Peninsula Clean Energy, serving San Mateo County; and Lancaster Choice Energy, serving the City of Lancaster (Los Angeles County). Numerous other local governments are also investigating CCE formation, including Alameda County; Los Angeles County; Monterey Bay region; Santa Barbara, San Luis Obispo and Ventura Counties; and Humboldt County to name but a few.

### **Assessing CCE Feasibility**

In order to assess whether a CCE is “feasible” in Contra Costa County, the local objectives must be laid out and understood. Based on the specifications of the initial request for proposals and input from the County, this study:

- Quantifies the electric loads that a Contra Costa County CCE would serve;
- Estimates the costs to start-up and operate the CCE;
- Considers four scenarios with differing assumptions concerning the amount of GHG-free power and local renewable power being supplied to the CCE so as to assess the costs, greenhouse gas emissions reductions, and local economic development opportunities possible with the CCE;
- Includes analysis of in-county renewable generation;
- Compares the rates that could be offered by the CCE to PG&E’s rates;
- Quantitatively explores the rate competitiveness of the four scenarios to key input variables, such as the cost of natural gas;
- Calculates the macroeconomic development and employment benefits of CCE formation; and
- Compares the benefits and risks of forming a CCE or joining a neighboring CCE versus remaining on PG&E bundled service.

For comparison, the differences in the results between this study and that conducted for Alameda County will be described and underlying reasons explained.

This study was conducted by MRW & Associates, LLC (MRW). MRW was assisted by Sage Renewables, which conducted the local renewable energy potential study, and by Economic Development Research Group, which conducted the macroeconomic and jobs analysis contained in the study.

This study is based on the best information available at the time of its preparation, using publicly available sources for all assumptions to provide an objective assessment regarding the prospects of CCE operation in the County. It is important to keep in mind that the findings and recommendations reflected herein are substantially influenced by current market conditions within the electric utility industry, which are subject to sudden and significant changes.

## Chapter 2: Economic Study Methodology and Key Inputs

This Chapter summarizes the key inputs and methodologies used to evaluate the cost-effectiveness and cost-competitiveness of a Contra Costa CCE relative to PG&E under different scenarios.<sup>9</sup> It considers the regulatory requirements that a Contra Costa County CCE would need to meet (e.g., compliance with renewable portfolio standard (RPS) requirements), the resources that the County has available or could obtain to meet these requirements, and the PG&E rates against which the CCE would be compete. It also describes the pro forma analysis methodology that is used to evaluate the financial feasibility of the CCE.

The load and rate forecasts go out twenty years—through 2038. While all forecasting contains an element of uncertainty, the years beyond 2030 are particularly uncertain and should be seen as broadly indicative and not predictive.

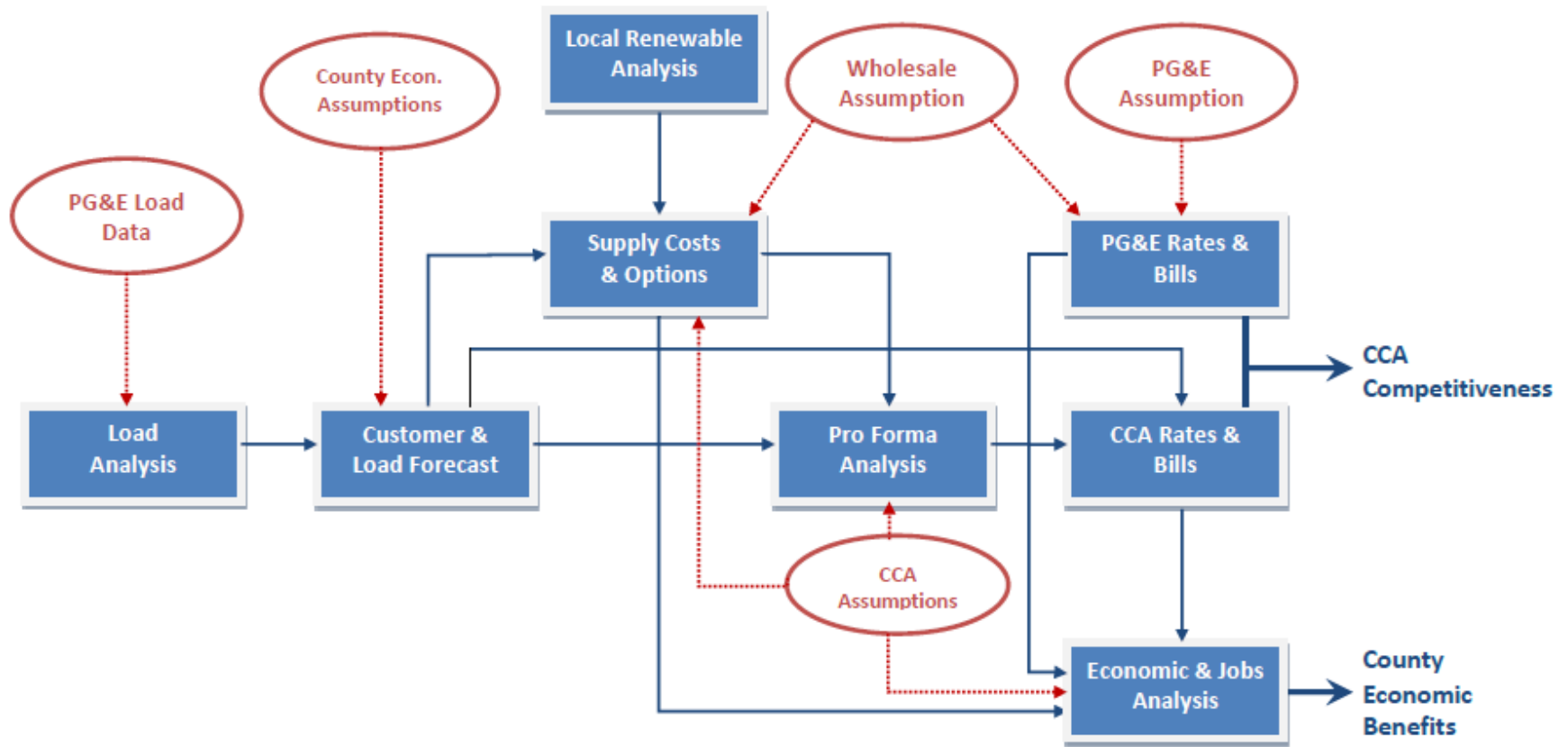
Understanding the interrelationships of all the tasks and using consistent and coherent assumptions throughout are critical to developing a meaningful analysis. Figure 1 shows the analysis elements (blue boxes) and major assumptions (red ovals) and how they relate to each other. As the figure illustrates, there are numerous interrelationships between the tasks. For example, the load forecast is a function of not only the load analysis, but also of projections of economic activity in the County.

Two important points are highlighted in this figure. First, it is critical that wholesale power market assumptions are consistent between the CCE and PG&E. While there are reasons that one might have lower or higher costs than the other for a particular product (e.g., CCEs can use tax-free debt to finance generation projects while PG&E cannot), both will participate in the wider Western US gas and power markets and therefore will be subject to the same underlying market forces. Applying different power cost assumptions to the CCE than to PG&E, such as simply escalating PG&E rates while deriving the CCE rates using a bottom-up approach, would produce erroneous results. Second, virtually all elements of the analysis feed into the economic and jobs assessment. As is described in detail in Chapter 5, this Study uses a state-of-the art macroeconomic model that can account for numerous activities in the economy, which allows for a much more comprehensive—and accurate—assessment than a simple input-output model.

---

<sup>9</sup> The relative costs and merits of joining CCEs in neighboring counties are addressed in Chapter 7.)

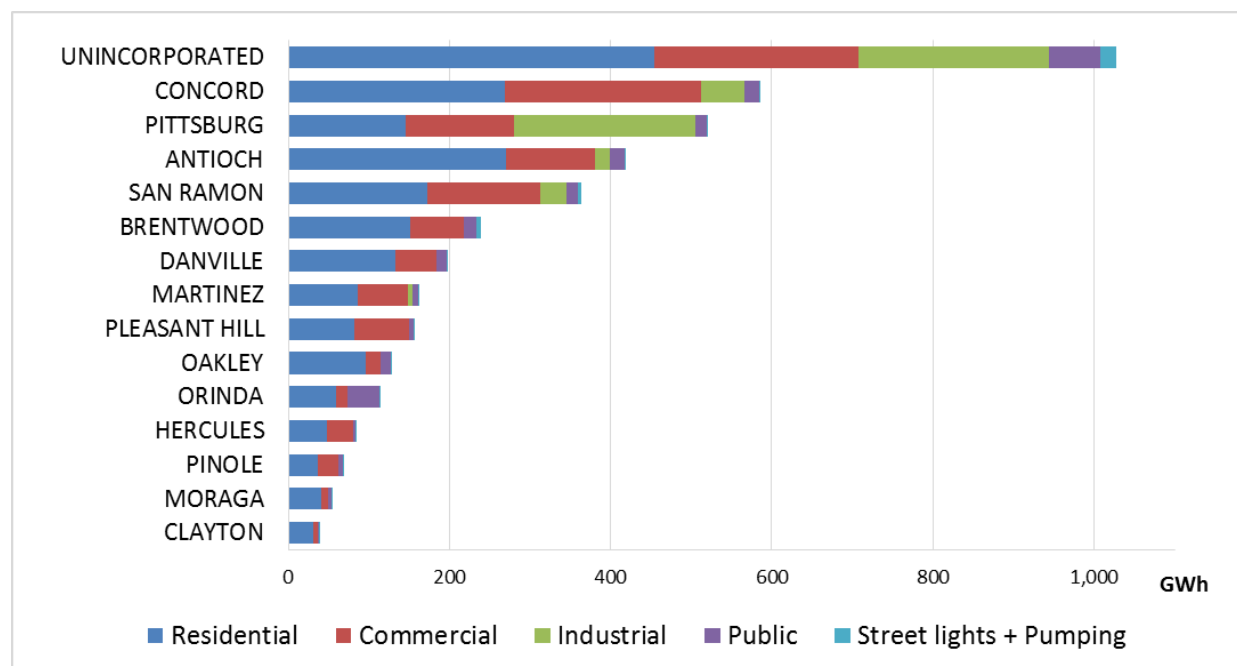
**Figure 1. Task Map**



## Contra Costa County Loads and CCE Load Forecasts

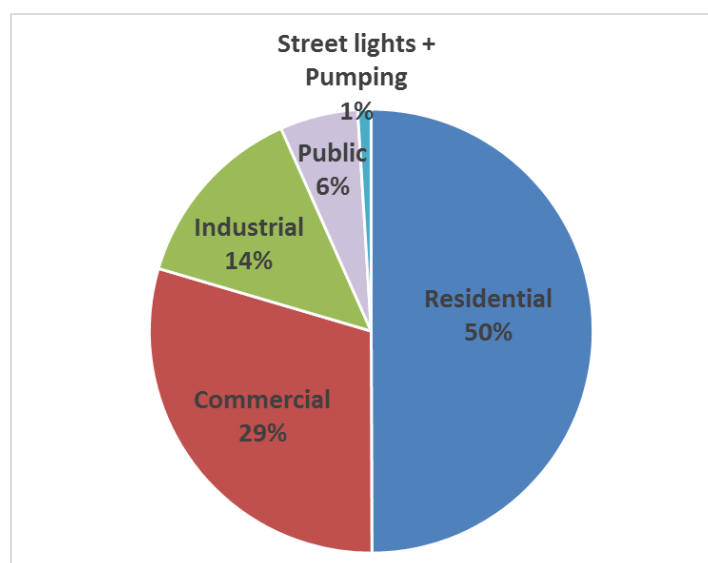
MRW used PG&E bills from 2015 for all PG&E bundled service customers within the Contra Costa County region as the starting point for developing electrical load and peak demand forecasts for the Contra Costa County CCE program.<sup>10</sup> Figure 2 provides a snapshot of Contra Costa County bundled load in 2015 by city and by rate class. PG&E's total electricity load in 2015 from these customers was approximately 4,000 GWh.<sup>11</sup> The unincorporated areas of the county represented 25% of county load, and the cities of Concord and Pittsburg were together responsible for another 25%. Residential and commercial customers made up most of the County load, with smaller contributions from the industrial and public sectors (Figure 3). This same sector-level distribution of load is also apparent at the jurisdictional level for most cities, except for the city of Pittsburg, which has a significant industrial-sector footprint.

**Figure 2. PG&E's 2015 Bundled Load in Contra Costa County by Jurisdiction and Rate Class**



<sup>10</sup> Detailed monthly usage data provided by PG&E to Contra Costa County. "Bundled" load includes only load for which PG&E supplies the power; it excludes load from Direct Access customers, load in the jurisdiction of another CCA provider, and load met by customer self-generation. This excludes load originating in the cities of El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek, which are served by Marin Clean Energy.

<sup>11</sup> As determined from bill data provided by PG&E.

**Figure 3. PG&E's 2015 Bundled Load in Contra Costa County by Rate Class**

To estimate CCE loads from PG&E's 2015 bundled loads, MRW assumed a CCE participation rate of 85% (*i.e.*, 15% of customers opt to stay with PG&E) and a three-year phase in period from 2018 to 2020, with 33% of potential CCE load included in the CCE in 2018, 67% in 2019, and 100% in 2020. To forecast CCE loads through 2038, MRW used a 0.4% annual average growth rate, consistent with the California Energy Commission's most recent electricity demand forecast for PG&E's planning area.<sup>12</sup> The CCE load forecast is summarized in Figure 4, which shows annual projected CCE loads by class.

To estimate the CCE's peak demand in 2015,<sup>13</sup> MRW multiplied the load forecast for each customer class by PG&E's 2015 hourly ratio of peak demand to load for that customer class.<sup>14</sup> MRW extended the peak demand forecast to 2038 using the same growth rates used for the load forecast. The peak demand forecast is summarized in Figure 5.

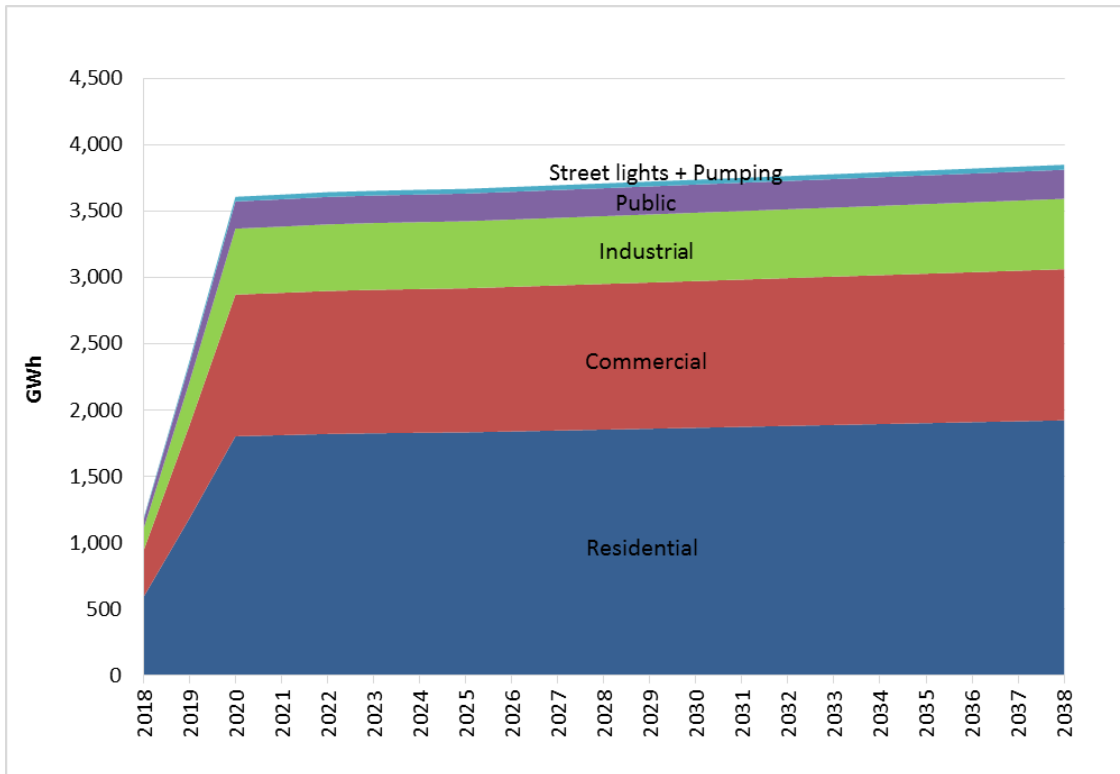
<sup>12</sup> California Energy Commission. Form 1.1c California Energy Demand Updated Forecast, 2015 - 2025, Mid Demand Baseline Case, Mid AAEE Savings. January 20, 2015

[http://www.energy.ca.gov/2014\\_energypolicy/documents/demand\\_forecast\\_cmf/LSE\\_and\\_BA/](http://www.energy.ca.gov/2014_energypolicy/documents/demand_forecast_cmf/LSE_and_BA/)

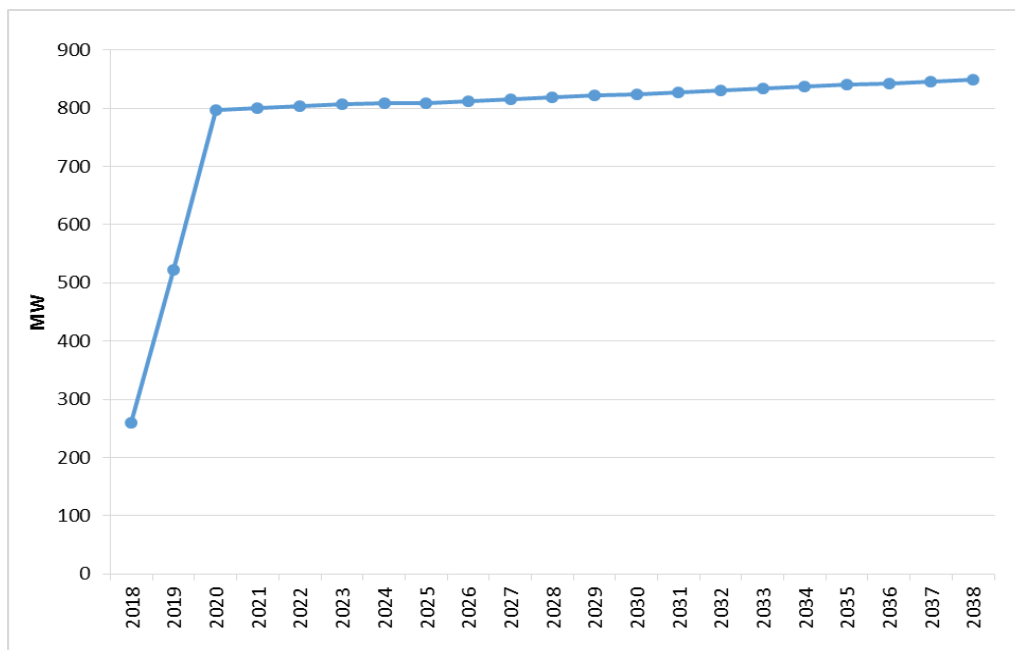
<sup>13</sup> Peak demand is the maximum amount of power the CCE would use at any time during the year. It is measured in megawatts (MW). The CCE must have enough power plants on (or contracted with) at all times to meet 115% of the expected peak demand.

<sup>14</sup> Data obtained from PG&E's dynamic load profiles for Public, Industrial, Commercial and Residential customers ([https://www.pge.com/nots/rates/tariffs/energy\\_use\\_prices.shtml](https://www.pge.com/nots/rates/tariffs/energy_use_prices.shtml)) and static load profiles for Pumping and Streetlight customers ([https://www.pge.com/nots/rates/2016\\_static.shtml#topic2](https://www.pge.com/nots/rates/2016_static.shtml#topic2)).

**Figure 4: CCE Load Forecast by Class, 2018-2038<sup>15</sup>**



**Figure 5. CCE Peak Demand Forecast, 2017-2038**



<sup>15</sup> Load forecasted assumes 85% participation and three-year phase-in.



## CCE Supplies

The CCE's primary function is to procure supplies to meet the electrical loads of its customers. This requires balancing energy supply and demand on an hourly basis. It also requires procuring generating capacity (i.e. the ability to provide energy when needed) to ensure that customer loads can be met reliably.<sup>16</sup> In addition to meeting the energy and capacity needs of its customers, the CCE must meet other procurement objectives. By law, the CCE must supply a certain portion of its sales to customers from eligible renewable resources. This Renewable Portfolio Standard (RPS) requires 33% renewable energy supply by 2020, increasing incrementally to 50% by 2030. According to PG&E's Diablo Canyon nuclear plant retirement application, PG&E may commit to purchasing additional renewable supply, targeting up to 55% of the total generation between 2030 and 2038, which the CCE would presumably at least match. The CCE may additionally choose to source a greater share of its supply from renewable sources than the minimum requirements, or may seek to otherwise reduce the environmental impact of its supply portfolio. The CCE may also use its procurement function to meet other objectives, such as sourcing a portion of its supply from local projects to promote economic development in the County.

The Contra Costa County CCE would be taking over these procurement responsibilities from PG&E for those customers who do not opt out of the CCE to remain bundled customers of PG&E. To retain customers, the CCE's offerings and rates must compete favorably with those of PG&E.

The CCE's specific procurement objectives, and its strategy for meeting those objectives, will be determined by the CCE through an implementation plan, startup activities, and ongoing management of the CCE. A primary purpose of this portion of the study is to assess the feasibility of establishing a CCE to serve Contra Costa County based on a forecast of costs and benefits. This forecast requires making certain assumptions about how the CCE will operate and the objectives it will pursue. To address the uncertainty associated with these assumptions, we have evaluated four different supply scenarios and have generally made conservative assumptions about the ways in which the CCE would meet the objectives discussed above. In no way does this study prescribe actions to be taken by the CCE should one be established.

The four supply scenarios that we considered in this analysis are summarized in Table 1 and described as follows:

1. **Minimum RPS Compliance:** The CCE meets the mandated 33% RPS requirement in 2020 and the 50% RPS requirement in 2030, plus the 55% RPS target after 2030. Annual GHG emissions from the CCE portfolio are halved relative to PG&E's bundled portfolio

---

<sup>16</sup> The California Public Utilities Commission (CPUC) requires that CCEs and other load serving entities demonstrate that they have procured resource adequacy capacity to meet at least 115% of their expected peak load. Since Contra Costa County falls within the Greater Bay Area Local Reliability Area, the Contra Costa County CCE must also meet its share of local resource adequacy requirements.

through the addition of large hydroelectric power purchases, subject to a constraint that 5% of the CCE supply come from non-renewable market sources.<sup>17</sup>

2. **Accelerated RPS:** The CCE’s supply portfolio is set at 50% RPS in the first year and increases to 80% RPS by 2030. As in Scenario 1, the remaining supply is a mix of hydroelectric power and market purchases aimed at halving PG&E’s annual emissions subject to a 5% minimum supply from market purchases.
3. **Minimum RPS Compliance plus Local:** The CCE meets the mandated 33% RPS requirement in 2020 and the 50% RPS requirement in 2030, plus the 55% RPS target after 2030. In addition, 50% of the total RPS generation is provided by local resources by 2030. Large hydroelectric and market supplies, and thus GHG emissions, are the same as in Scenario 1.
4. **Accelerated RPS plus Local:** The CCE’s supply portfolio is set at 50% RPS in the first year and increases to 80% RPS by 2030. In addition, 50% of the total RPS generation is provided by local resources by 2030. Large hydroelectric and market supplies, and thus GHG emissions, are the same as in Scenario 2.

**Table 1: RPS-Eligible Procurement and GHG Emissions in Each Scenario<sup>18</sup>**

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
<b>Percent RPS-Eligible in 2020</b>	33%	50%	33%	50%
<b>Percent RPS-Eligible in 2030</b>	50%	80%	50%	80%
<b>Share of RPS-Eligible from Local Resources</b>	0%	0%	50%	50%
<b>GHG Emissions compared to PG&amp;E</b>	50% Lower	54% Lower	50% Lower	54% Lower

To evaluate these scenarios, we assumed a simple portfolio consisting of RPS-eligible resources and additional GHG-free resources in an amount dictated by the particular scenario, with the balance of supply provided by non-renewable wholesale market purchases. In each case, we

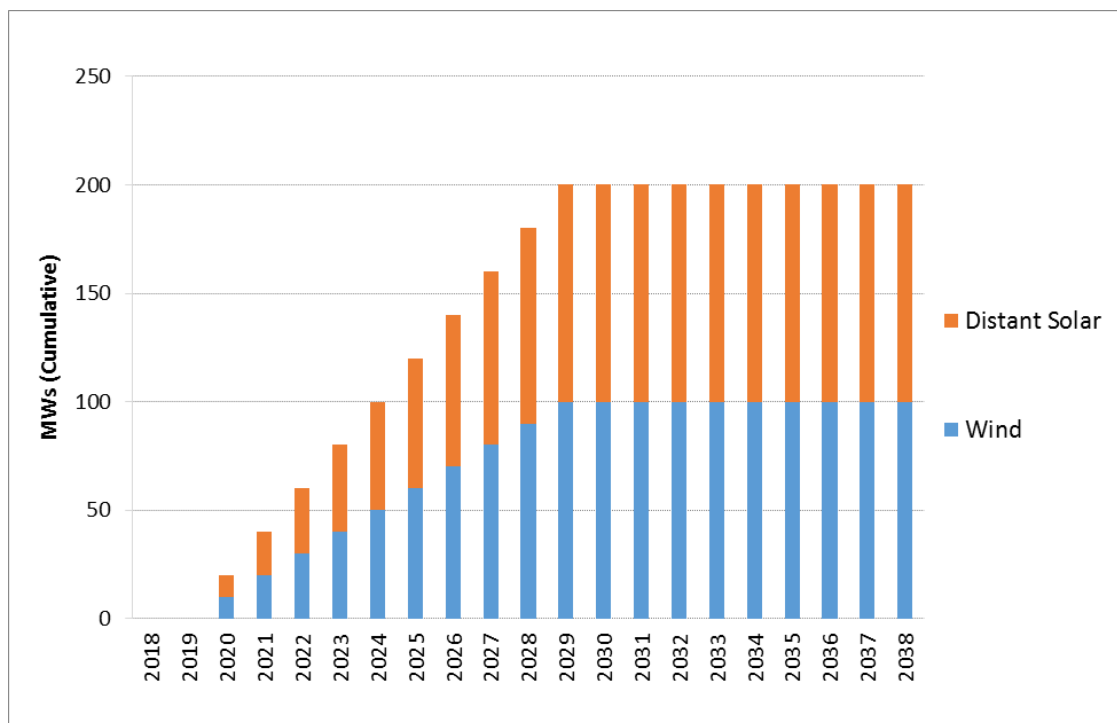
<sup>17</sup> For all scenarios we assume a minimum 5% non-renewable market supply to reflect operating constraints that require flexible, dispatchable generation on the system and in local areas. The CCE may be able to reduce emissions further through the use of energy storage or other measures to reduce the need for non-renewable power supplies, likely at additional cost.

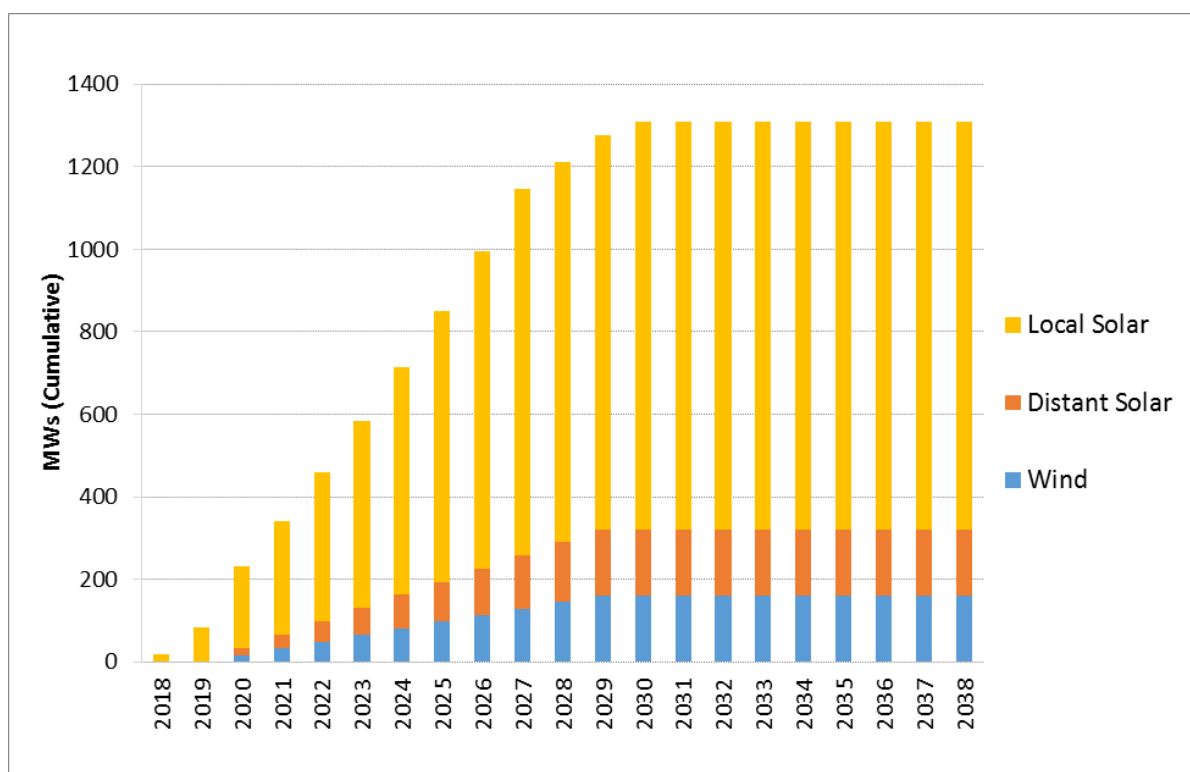
<sup>18</sup> Customer-sited solar is not considered RPS-eligible in California and is not included in the RPS procurement in these scenarios. Customer-sited solar is incorporated in this analysis as a reduction to the CCE’s load.

assumed that the RPS portfolio was predominately supplied with solar and wind resources, which are currently the low-cost sources of renewable energy. We assumed that solar and wind each contributes 45% of the renewable energy supply on an annual basis. To provide resource diversity and partly address the need for supply at times when solar and wind production are low, we assumed the remaining 10% of renewable supply would be provided by higher-cost baseload resources, such as geothermal or biomass.

In the early years, the CCE would have to purchase its required renewable power from the market and existing resources. However, the study assumes that the CCE would contract with new renewable resources, such that by 2030 most of its renewable power would come from new resources. Figures 6 and 7 show the assumed build-out of these new resources under the first (Minimum RPS Compliance) and the fourth (Accelerated RPS plus Local) scenarios described above.

**Figure 6. Senario 1 CCE Build-Out**

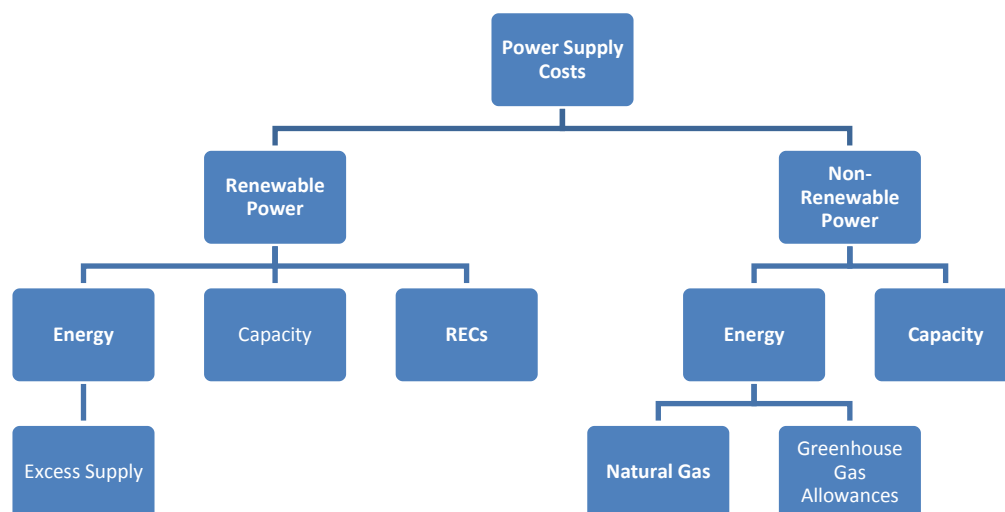


**Figure 7. Scenario 4 CCE Build-Out**

### Power Supply Cost Assumptions

As discussed above, the CCE would procure a portfolio of resources to meet its customers' needs, which would consist of a mix of renewable and non-renewable (i.e., wholesale market) resources. As shown in Figure 8, the products to be purchased by the CCE consist generally of energy, capacity and renewable attributes (which for counting purposes take the form of renewable energy credits, or RECs).<sup>19</sup>

<sup>19</sup> RECs are typically bundled with energy deliveries from renewable energy projects, with each REC representing 1 MWh of renewable energy. A limited number of unbundled RECs may be used to meet RPS requirements. For the purpose of this study we have not considered unbundled RECs and have rather estimated costs based on renewable energy contracts where the RECs are bundled.

**Figure 8. Power Supply Cost Elements**

The CCE will procure supplies from the same competitive market for resources as PG&E. Thus, we assume that the costs for renewable and non-renewable energy and for resource adequacy (RA) capacity for the CCE are the same as for new purchases made by PG&E (discussed further in our forecast of PG&E rates). Wholesale market prices for electricity in California are largely driven by the cost of operating natural gas power plants, since these plants typically have the highest operating costs and are the marginal units. Market prices are a function of the efficiency of the marginal generators, the price of natural gas and the cost of GHG allowances. MRW developed forecasts of these elements to derive a power price forecast to determine costs for the CCE and PG&E. Large hydroelectric power prices are based on the market price forecast with a 10% premium to reflect the value of GHG benefits, flexibility and increasing demand from load serving entities seeking clean power like the CCE. Capacity prices are based on prices for RA contracts reported by the CPUC and on the cost to build a new combustion turbine power plant.

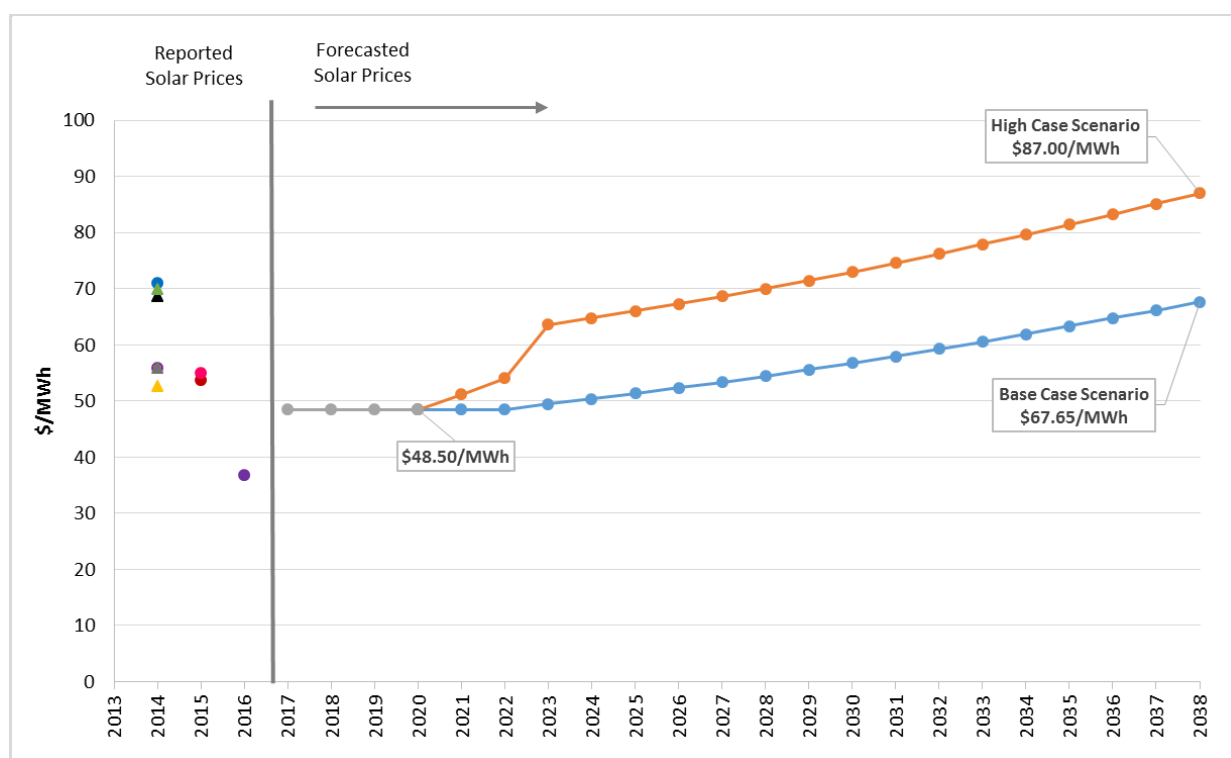
MRW developed a forecast of non-local utility scale renewable generation prices starting from an assessment of the current market price for renewable power. For the current market price, MRW relied on wind and solar contract prices reported by California municipal utilities and CCEs in 2015 and early 2016, finding an average price of \$49/MWh for the solar contracts, \$55/MWh for wind power and \$80/MWh for geothermal.<sup>20</sup> We used these prices as the starting point for our forecast of CCE renewable energy procurement costs. For geothermal, which is a relatively mature technology, we assumed that new contract prices would simply escalate with inflation.

---

<sup>20</sup> MRW relied exclusively on prices from municipal utilities and CCEs because investor-owned utility contract prices from this period are not yet public. We included all reported wind and solar power purchase agreements, excluding local builds (which generally come at a price premium), as reported in *California Energy Markets*, an independent news service from Energy Newsdata, from January 2015-January 2016 (see issues dated July 31, August 14, October 16, October 30, 2015, and January 15, 2016).

Solar and wind prices are a function of technology costs, which have generally been declining over time; financing costs, which have been very low in recent years; and tax incentives, which significantly reduce project costs, but phase out over time. In the near-term we would not expect prices to increase as technology costs and continued tax incentives provide downward pressure and likely offset any increase in financing costs or other competitive pressure from an increasing demand for renewable energy in California. For utility scale wind prices, we relied on an expert elicitation survey<sup>21</sup> developed by Lawrence Berkeley National Laboratory (LBNL). According to this survey, wind prices will decrease 24% by 2030 and 35% by 2050.<sup>22</sup> For solar, we held prices constant in nominal dollars through 2020. Beyond 2020, with increasing competitive pressure due to the drive to a 50% RPS and the anticipated phase-out of federal tax incentives (offset in part by declining technology costs), we would expect prices to increase somewhat and have assumed they escalate at the rate of inflation. In addition, we also considered a high solar cost scenario based on work performed by LBNL on the value of tax incentives. In the high scenario, we assume that costs increase with the phase-out of federal tax incentives, without being offset by declining technology costs. Figure 9 shows the resulting solar price forecasts for the two scenarios.

**Figure 9. Large-Scale Non-Local Solar Price Forecast**



### Local Solar Analysis

Pivotal to the evaluation of the local economic impacts of a Contra Costa CCE is an understanding how much renewable energy can be developed within the County. This

<sup>21</sup> “Expert elicitation survey on future wind and energy costs,” *Nature Energy*, September 12, 2016.

<sup>22</sup> Relative to the 2014 wind prices. MRW also added the annual inflation increase.

assessment focused on identifying local solar photovoltaic (PV) siting potential. Wind and biomass energy were also evaluated, but were determined to be less feasible for Contra Costa County.

The solar PV assessment is based on a comprehensive desktop review of countywide parcel data, geographic features and solar energy potential. Table 2 shows the total solar PV generation capacity within the County based on the methodology and assumptions described below.

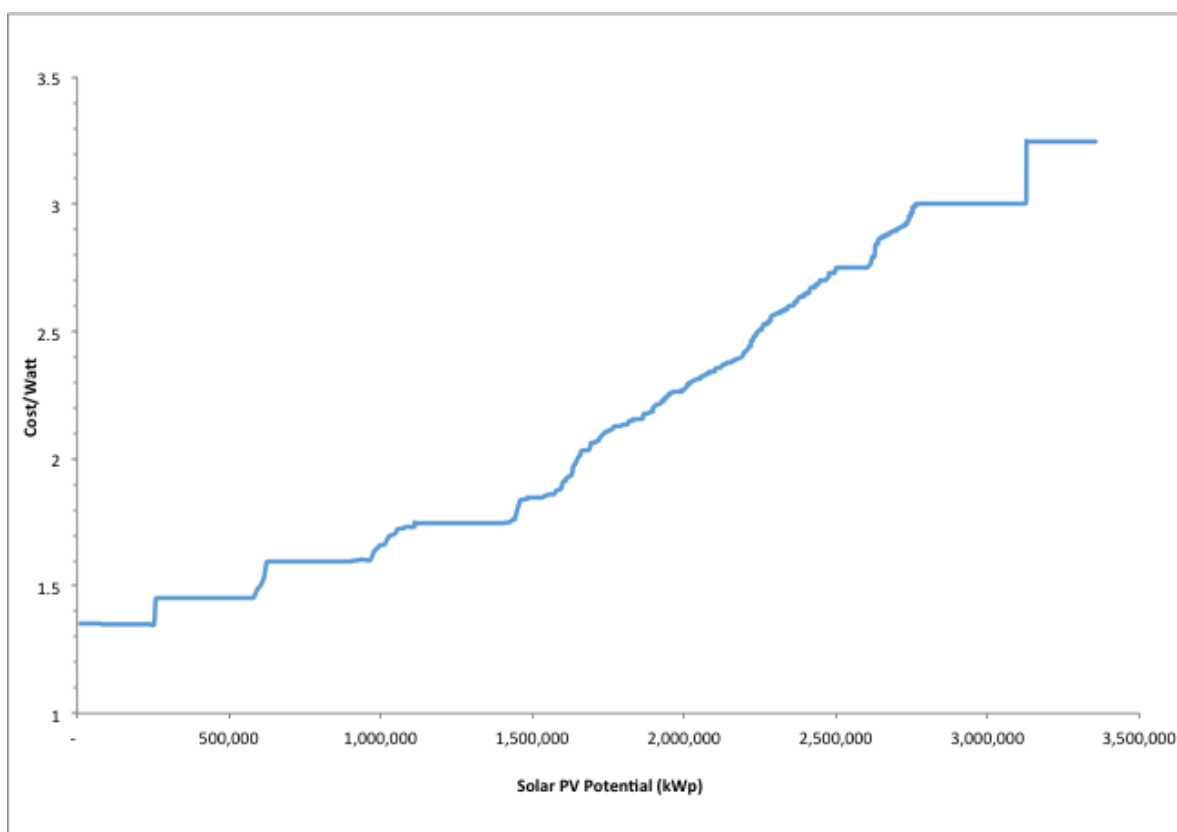
**Table 2. Total PV Solar Generation Potential and Build Cost**

	Ground Mount	Shade Structure	Roof Mounted	Total
<b>PV Capacity (MW<sup>23</sup>)</b>	1,891	1,320	144	3,355
<b>PV Production (GWh)</b>	3,025	2,113	230	5,369
<b>Build Cost (\$ Millions)</b>	\$3,417	\$3,977	\$371	\$7,660
<b>Build Cost (\$/Watt)</b>	\$1.99	\$3.10	\$2.62	\$2.56
<b>No of PV Systems</b>	845	886	144	1,875

Generation capacity was determined for the three types of possible solar PV installations: Ground Mount, Shade Structure/Carport, and Roof Mount. The findings show that the County has a solar PV generation capacity of 3,355 MW and annual solar electricity production potential of 5,369 GWh. Figure 10 shows the aggregate Solar PV supply curve for all County jurisdictions.

---

<sup>23</sup> Local solar PV capacity measured at the panel (i.e., pre-inverter).

**Figure 10. Aggregate Solar PV Supply Cost Curve, All County*****Siting Analysis***

To assess the potential locations in Contra Costa County where solar PV could be developed, this study utilized a Geographic Information System (GIS)-based desktop review, incorporating aerial imagery and land-based data. The collected data was analyzed and potential solar PV development sites were identified from criteria established through industry knowledge and input from County stakeholders.

The agreed upon criteria are as follows:

- The minimum acceptable parcel size is three acres. Smaller parcels will not be able to hold an economically viable project. If a potential solar PV system size is below 500 kW it was excluded from the list of potentially feasible sites and overall solar energy capacity.<sup>24</sup> Again, this measure ensures only realistic and economically feasible sites are identified.
- Based on input from the County, only specific tax codes and zoning areas were evaluated. For example, areas such as Open Space or Parks have sufficient land area for solar PV

---

<sup>24</sup> Residential and other small rooftop solar are accounted for in the California Energy Commission sales forecast used to develop the CCE's demand forecast.

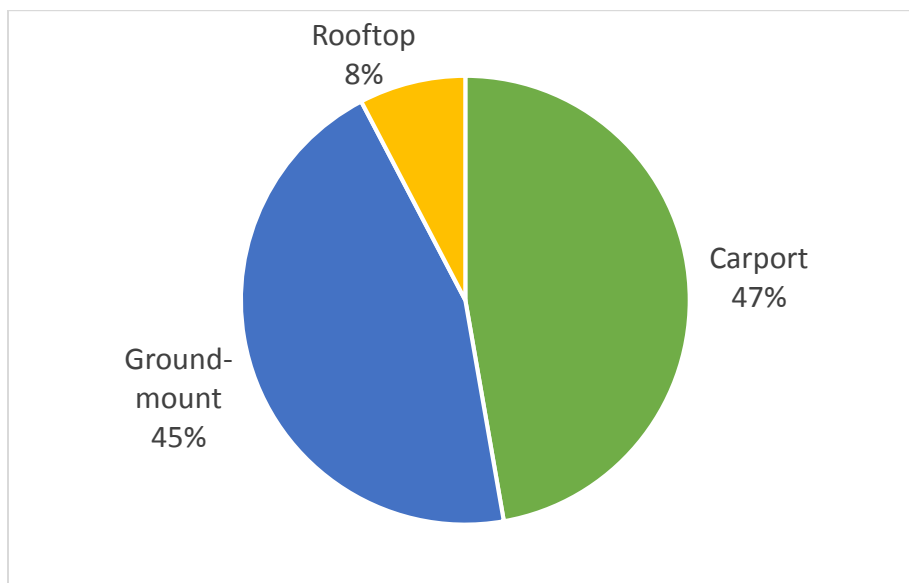


projects, but zoning restrictions would not allow for the development of these projects, and these areas were removed from the approved scope.

- In addition, to size and tax/zoning code designations, areas with poor ground quality (marshland), excessive tree density or excessive sloping would prohibit cost-effective solar PV development and were removed from the analysis.
- Lastly, sites with existing solar were removed from the pool of potential parcels/sites.

Within each identified parcel is the potential for three different types of solar PV development. On impervious land, such as a parking lot, it was assumed that solar PV carports would be installed. On grassland or bare land areas, this analysis assumed a ground-mounted solar PV system would be installed. Lastly, roof-mounted solar PV was assumed for any buildings found in the parcel data that matched the approved criteria. Countywide, 92% of potential installation sites were found to be either carport or ground-mount sites, with only 8% of the sites amenable to roof-mounted PV (Figure 11). The size of the estimated solar PV system was found by analyzing the total land area against the needed land required for solar PV development.

**Figure 11. Potential Solar PV Sites by Installation Type**



This study found 1,395 parcels that met the established criteria and 1,875 individual sites within the identified parcels where either a solar shade structure, rooftop or ground-mounted system could be developed. Table 3 shows the individual sites organized by type of solar PV system for each jurisdiction in Contra Costa County.<sup>25</sup>

<sup>25</sup> For maps, please see

<https://www.dropbox.com/s/cb3rig66shny68j/Contra%20Costa%20CCE%20Solar%20Siting%20DRAFT%20Report%20SA%202016-11-15%20Reduced%20Size.pdf?dl=0>.

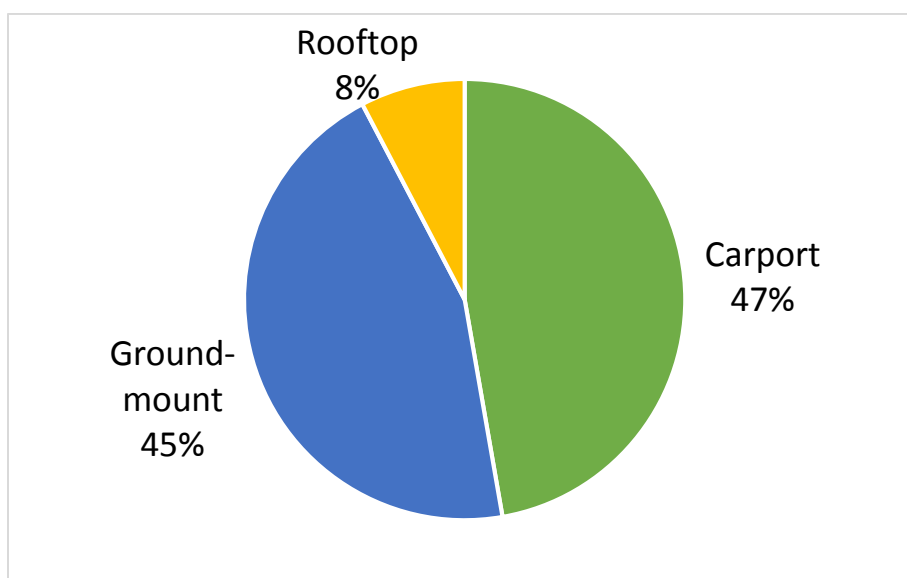
This assessment also calculated the amount of solar energy production for each of the potential sites identified. The amount of energy production was found by multiplying the estimated system size by an average solar yield. The average solar energy yield was created by designing sample projects that matched the estimated system size in the solar software platform Helioscope. Because Contra Costa County has a variety of solar exposure, multiple sites across the County were designed/tested to find an average yield. Based on our testing, the average yield for Contra Costa County is 1,600 (kWh/kW). The resulting amount of potential PV production per jurisdiction is also provided in Table 3.

**Table 3. Potential PV Production and Build Cost by Location**

Jurisdiction	PV Potential (MW)	PV Production (GWh)	Build Cost (\$ Millions)
Alamo	14	23	\$30,779,000
Antioch	462	739	\$1,010,374,000
Brentwood	287	460	\$599,685,000
Clayton	38	62	\$71,171,000
Concord	370	593	\$900,603,000
Crockett	58	93	\$125,187,000
Danville	80	129	\$177,801,000
El Cerrito	29	48	\$73,161,000
El Sobrante	19	31	\$42,020,000
Hercules	90	144	\$200,511,000
Lafayette	8	13	\$23,641,000
Martinez	313	502	\$654,701,000
Moraga	24	39	\$55,957,000
Oakley	121	194	\$285,786,000
Orinda	22	36	\$43,554,000
Pinole	47	77	\$126,870,000
Pittsburg	314	502	\$705,202,000
Pleasant Hill	60	96	\$164,364,000
Port Costa	8	13	\$13,501,000
Richmond	502	804	\$1,261,541,000
Rodeo	35	57	\$85,874,000
San Pablo	191	307	\$459,784,000
San Ramon	158	254	\$384,634,000
Walnut Creek	95	152	\$269,795,000
<b>Grand Total</b>	<b>3,355</b>	<b>5,369</b>	<b>\$7,766,496,000</b>

**Ranking**

After the feasible solar sites and the corresponding solar PV capacity were identified, each site was ranked. The ranking was weighted based on how important it was to the actual feasibility of developing the site for solar PV and based on input from County stakeholders. The ranking consisted of the following measures:

**Figure 12. Weighted Ranking Categories**

An overall ranking score was then applied to each individual site to illustrate the best and worst sites for solar PV development. Sites were then grouped in tiers one through five, with one being the best. In addition to the ranking score, industry knowledge indicates the best sites to develop a feasible solar PV project will be larger than 1 MW, located on government land and will be a ground-mounted solar array, the most cost-effective installation type. Below is a table showing the key characteristics of the ranking analysis.

**Table 4. Ranking Values for All Sites**

Ranking Tier	Sum of PV Production (GWh)	Sum of Total Price	Average Price per Watt
1	1,309	\$1,591,810,000	\$2.13
2	1,167	\$1,578,770,000	\$2.37
3	1,105	\$1,622,236,000	\$2.57
4	868	\$1,251,547,000	\$2.56
5	919	\$1,722,142,000	\$3.07

### Local Solar Modeled in the CCE Scenarios

To estimate the contribution of local solar to Contra Costa CCA's supply costs, we used the supply curve shown in Figure 10. To translate the \$/kW costs in the figure to \$/MWh generation costs, we used the pro forma model contained in the CPUC's RPS Calculator and the cost and performance assumptions provided by Sage for the County. For example, the lowest-cost projects at \$1350/kW were estimated to have a generation cost of \$68/MWh.

The generation cost was assumed to scale with installed cost. Since it is unlikely that all of the identified sites would be developed in order of their increasing cost (and some sites may never be developed regardless of economics), we assumed that 50% of the capacity identified in the cost curve would be developed for the purpose of conservatively estimating average costs at each level of local solar penetration. We calculated the average price for the cumulative developed capacity forecast for each year (again, counting only 50% of the capacity of each developed project towards the cumulative total). For Scenarios 3 and 4, we assumed that 50% of the CCA's RPS supply would be provided by local solar by 2027, adding 620 MW of local solar under Scenario 3 and 990 MW under Scenario 4 by 2030. (Scenarios 1 and 2 do not include any local solar.)

### Greenhouse Gas Costs

MRW estimated that the price of GHG allowances would equal the auction floor price stipulated by the California Air Resources Board's cap-and-trade regulations, consistent with recent auction outcomes.<sup>26</sup>

**Table 5. GHG Allowances price<sup>27</sup>**

	2017	2018	2019	2025	2030	2035	2038
\$/tonne	13.2	14.7	15.9	24.4	34.7	49.8	61.8

Total GHG costs were calculated by multiplying the allowance price by the amount of carbon emitted per megawatt-hour for each assumed resource. For "system" purchases, MRW assumed that the GHG emissions corresponded to a natural gas generator operating at the market heat rate. This worked out to be, on average over 2018-2038, approximately \$1.5/MWh delivered.<sup>28</sup>

### Other CCE Supply Costs

The CCE is expected to incur additional costs associated with its procurement function. For example, if the CCE relies on a third-party energy marketing company to manage its portfolio it will likely incur broker fees or other expenses equal to roughly 5% of the forecasted contract costs. The CCE would also incur costs charged by the California Independent System Operator (CAISO) for ancillary services (activities required to ensure reliability) and other expenses.

<sup>26</sup> California Code of Regulations, Title 17, Article 5, Section 95911. Auction results available at [http://www.arb.ca.gov/cc/capandtrade/auction/results\\_summary.pdf](http://www.arb.ca.gov/cc/capandtrade/auction/results_summary.pdf).

<sup>27</sup> For 2017, the amount listed corresponds to the GHG allowance price for PG&E according to the most recent ERRR 2017 update. Pacific Gas & Electric ERRR 2017, A.16-06-003, Testimony November 2, 2016, Table 12-1.

<sup>28</sup> The amount GHG emissions will depend on the generation portfolio. \$1.5/MWh corresponds to the GHG emissions costs under Scenario 1.

MRW added 5.5% to the CCE's power supply cost to cover these CAISO costs. Finally, we added an expense associated with managing the CCE's renewable supply portfolio. Based on an analysis of the expected CCE load shape and the typical generation profile of California solar and wind resources, we observed that there will be hours in which the expected deliveries from renewable contracts will be greater than the CCE's load in that hour. This results from the amount of renewable capacity that must be contracted to meet annual RPS targets and the variability in renewable generation that leads to higher deliveries in some hours and lower deliveries in other hours. When high renewable energy deliveries coincide with low loads, the CCE will need to sell the excess energy, likely at a loss, or curtail deliveries, and potentially have to make up those renewable energy purchases during higher load hours to comply with the RPS. The result is that the procurement costs will be somewhat higher than simply contracting with sufficient capacity to meet the annual RPS.

### **PG&E Rate and Exit Fee Forecasts**

MRW developed a forecast of PG&E's bundled generation rates and CCE exit fees in order to compare the projected rates that customers would pay as Contra Costa County CCE customers to the projected rates and fees they would pay as bundled PG&E customers.

#### **PG&E Bundled Generation Rates**

To ensure a consistent and reliable financial analysis, MRW developed a 20-year forecast of PG&E's bundled generation rates using market prices for renewable energy purchases, market power purchases, greenhouse gas allowances, and capacity that are consistent with those used in the forecast of Contra Costa County CCE's supply costs. MRW additionally forecast the cost of PG&E's existing resource portfolio, adding in market purchases only when necessary to meet projected demand. MRW assumed that near-term changes to PG&E's generation portfolio would be driven primarily by increases to the Renewable Portfolio Standard requirement in the years leading up to 2030 and by the retirement of the Diablo Canyon nuclear units at the end of their current license periods in 2024 and 2025. More information about this forecast is provided in Appendix B.

MRW forecasts that, on average, PG&E's generation rates will increase faster than inflation through 2038, with 2038 rates more than 20% higher than today's rates when considered on a constant dollar basis (i.e., assuming zero inflation). Underlying this result are three distinct rate periods:

1. An initial period of faster rate growth from 2018 to 2022 (1% annually above inflation);
2. A period of rate decline from 2023 to 2025 (3.5% annually below inflation), primarily due to the retirement of Diablo Canyon<sup>29</sup>; and
3. A period of steeper rate growth between 2026 and 2030 (3.5% annually above inflation), primarily due to the replacement of Diablo Canyon with more expensive resources: energy efficiency, renewable generation, and fuel-fired generation. In addition, the retirement of Diablo Canyon increases the demand in capacity with a consequent increase in capacity prices.

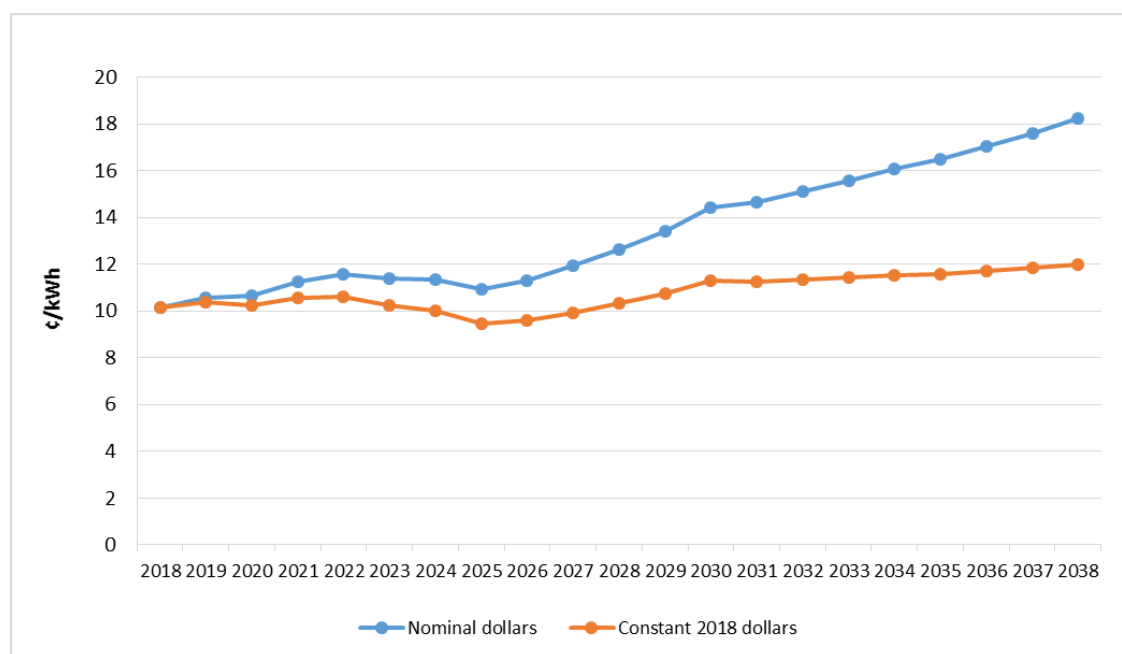
---

<sup>29</sup> More information can be found in the Appendix C

4. A final period of moderate rate growth through 2038 (1% annually above inflation), primarily due to the replacement of high-cost renewable power contracts currently in PG&E's portfolio with new lower-priced contracts (reflecting the significant fall in renewable power prices in recent years).

PG&E's bundled generation rates in each year of MRW's forecast are shown in Figure 13, on both a nominal and constant-dollar basis.

**Figure 13: PG&E Bundled Generation Rates, nominal and constant-dollar forecasts**



### PG&E Exit Fee Forecast

In addition to the bundled rate forecast, MRW developed a forecast of the Power Charge Indifference Adjustment (“PCIA”), which is a PG&E exit fee that is charged to CCE customers. The PCIA is intended to pay for the above-market costs of PG&E generation resources that were acquired, or which PG&E committed to acquire, prior to the customer’s departure to CCE. The total cost of these resources is compared to a market-based price benchmark to calculate the “stranded costs” associated with these resources, and CCE customers are charged what is determined to be their fair share of the stranded costs through the PCIA.

MRW forecasted the PCIA charge by modeling expected changes to PCIA-eligible resources and to the market-based price benchmark through 2038, using assumptions consistent with those used in the PG&E rate model. Based on our modelling, we expect the PCIA to decline in most years until it drops off completely around 2034. MRW’s forecast of the residential PCIA charge through 2038 is summarized in Table 6.

**Table 6. PG&E Residential PCIA Charges**

	2018	2019	2020	2025	2030	2035	2038
¢/kWh	2.4	1.9	2.3	1.3	0.5	0.0	0.0

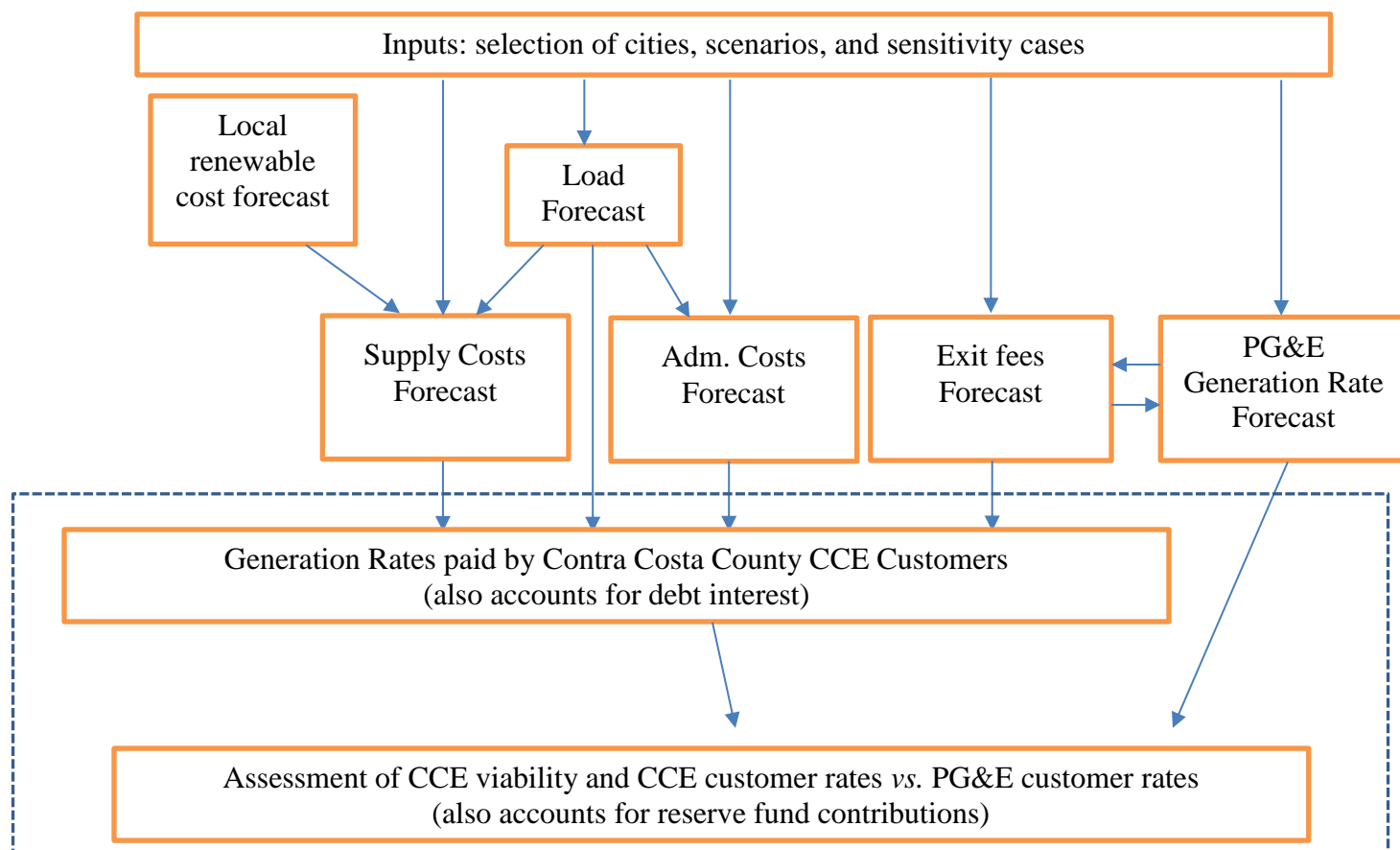
### **Pro Forma Elements and CCE Costs of Service**

MRW conducted a pro forma analysis to evaluate the expected financial performance of the CCE and the CCE's competitive position *vis a vis* PG&E. The analysis was conducted on a forward-looking basis from the expected start of CCE operations in 2018 through the year 2038, with several cases considered to address uncertainty in future circumstances.

#### **Pro Forma Elements**

Figure 14 provides a schematic of the pro forma analysis, outlining the input elements of the analysis and the output results. The analysis involves a comparison between the generation-related costs that would be paid by Contra Costa County CCE customers and the generation-related costs that would be paid by PG&E bundled service customers. Costs paid by CCE customers include all CCE-related costs (*i.e.*, supply portfolio costs and administrative and general costs) and exit fee payments that CCE customers will be required to make to PG&E.

As discussed in previous sections, supply portfolio costs are informed and affected by CCE loads, by the requirements the CCE will need to meet (or will choose to meet) such as with respect to renewable procurement, and by CCE participation levels, which can vary depending on whether or not all cities in the County choose to join the CCE. Administrative and general costs are discussed further below.

**Figure 14. Pro forma Analysis**

### Startup Costs

Table 7 shows the estimated CCE startup costs. They are based on the experience of existing CCEs as well as from other CCE technical and feasibility assessments. Working capital is set to equal one hundred days of CCE revenue<sup>30</sup>, or approximately \$22 million. This amount would cover the timing lag between when invoices for power purchases (and other account payables) must be remitted and when income is received from the customers. Initially, the working capital is provided to the CCE on credit from a bank. Typical power purchase contracts require payment for the prior month's purchases by the 20<sup>th</sup> of the current month. Customers' payments are typically received 60 to 90 days from when the power is delivered.

These startup costs are assumed to be financed over 5 years at 5% interest.

<sup>30</sup> The working capital has been calculated in base to Scenario 1.



**Table 7. Estimated Start-Up Costs**

Item	Cost
Technical Study	\$200,000
JPA Formation/Development	\$100,000
Implementation Plan Development	\$50,000
Power Supplier Solicitation & Contracting	\$75,000
Staffing	\$700,000
Consultants and Legal Counsel	\$400,000
Marketing & Communications	\$250,000
PG&E Service Fees	\$75,000
CCA Bond	\$100,000
Miscellaneous	\$300,000
<b>Total</b>	<b>\$2,250,000</b>
Working Capital	\$21,500,000
<b>Total</b>	<b>\$23,750,000</b>

### Administrative and General Cost Inputs

Administrative and general costs cover the everyday operations of the CCE, including costs for billing, data management, customer service, employee salaries, contractor payments, and fees paid to PG&E. MRW conducted a survey of the financial reports of existing CCEs to develop estimates of the costs that would be faced by a Contra Costa County CCE. Administrative and general costs are phased in from 2018 to 2020, as the CCE operations expand to cover the entire territory of the County; after that, costs are escalated by 2% each year to account for the effects of inflation.

Administrative and general costs are unchanged under the three renewable level scenarios, but do vary based on how many cities join the CCE and the number of participating customer accounts. As previously mentioned, a 15% opt-out rate has been assumed for customer participation.

### Cost of Service Analysis and Reserve Fund

To determine annual CCE costs and the rates that would need to be charged to CCE customers to cover these costs, MRW summed the two categories of CCE costs (*i.e.*, supply portfolio costs, and administrative and general costs) and added in debt financing to cover start-up costs and initial working capital. Financing was assumed to be for a five-year period at an interest rate of 5%. These costs were divided by projected CCE loads to develop the average rate the CCE would need to charge customers to cover its costs (“minimum CCE rate”).

To establish the Contra Costa County CCE rate, MRW adjusted the minimum CCE rate, if needed, based on the competitive position of the CCE. In particular, when the total CCE

customer rate (*i.e.*, the minimum CCE rate plus the PG&E exit fee) was below the projected PG&E generation rate,<sup>31</sup> MRW increased the minimum CCE rate up to the amount needed to meet the reserve refund targets while still maintaining a discount. MRW used the surplus CCE revenue from these rate increases (“Reserve Fund”) in order to maintain Contra Costa County CCE competitiveness with PG&E rates in years in which total CCE customer rates would otherwise be higher than PG&E generation rates.<sup>32</sup>

---

<sup>31</sup> For this analysis, MRW used the average of the projected PG&E generation rates across all rate classes, weighted by the projected Contra Costa County CCE load in each rate class.

<sup>32</sup> MRW applied a Reserve Fund cap of 15% of the annual operating cost. After this cap was reached, no further rate increases were applied for the purpose of Reserve Fund contributions.

## Chapter 3: Cost and Benefit Analysis

As described in the prior chapter, as part of the pro forma analysis, MRW calculated Contra Costa County CCE rates that would, where feasible, cover CCE costs and maintain long-term competitiveness with PG&E. This chapter uses those rates to compare the costs and benefits of the Contra Costa County CCE across four scenarios: (1) Minimum RPS Compliance, (2) Accelerated RPS, (3) Minimum RPS Compliance plus Local Procurement, and (4) Accelerated RPS plus Local Procurement. Costs and benefits are evaluated by comparing total CCE customer rates (including PG&E exit fees) to PG&E generation.

### Scenario 1 (Minimum RPS Compliance)

Under Scenario 1, the Contra Costa County CCE meets all RPS requirements (including California State Senate Bill 350 and Diablo Canyon retirement proposal requirements), and 35% of the total load over the 20-year period is met through large hydroelectricity<sup>33</sup>.

#### CCE Average Costs

Figure 15 summarizes the results of this scenario. The vertical bars represent the total Contra Costa County CCE customer rate and the green line represents a comparable PG&E generation rate.<sup>34</sup> Non-renewable generation (including large hydroelectric) is responsible for the bulk of the CCE's costs. Renewable generation costs will continue to increase throughout the forecast period due to the increasing RPS standards. Regarding customer costs, the PCIA exit fee is expected to decrease after 2020. Finally, the GHG allowance purchases represent a small portion of the total costs because 60% of the non-renewable generation is met by hydroelectricity. This non-carbon emitting resource therefore limits the need to purchase GHG allowances.

Note that this figure and the analogous ones to follow do not account for contributions to a rate reserve fund or other potential CCE activities such as efficiency or other community programs.

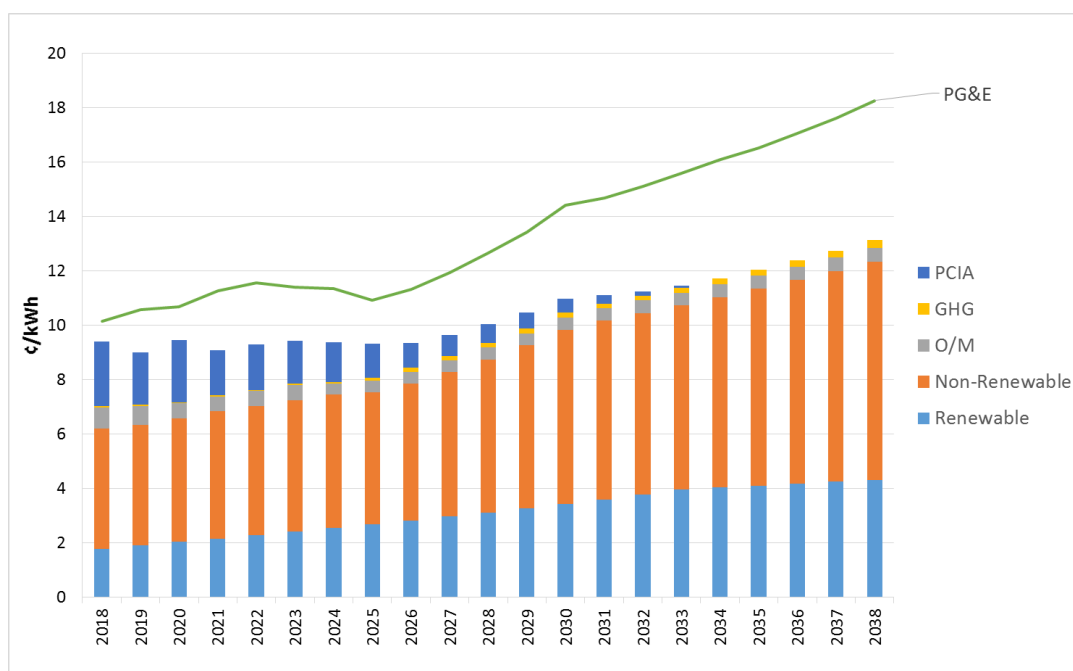
Under Scenario 1, the differential between PG&E generation rates and Contra Costa County CCE customer rates is positive in each year (*i.e.*, CCE rates are lower than PG&E rates). As a result, Contra Costa County CCE customers' average generation rates (including contributions to the reserve fund) can be set at a level that is lower than PG&E's average customer generation rate in each year. The annual differential between the PG&E rate and the total CCE customer rate is expected to vary significantly over the course of this period (Figure 15). During the initial period from 2018-2022, the differential between the two rates increases (*i.e.*, the CCE becomes more cost-competitive) as PG&E's rates rise, and the exit fees charged to Contra Costa County CCE customers fall as PG&E-owned gas plants expire from PCIA eligibility. Beginning in 2024, the rate differential narrows due to a decrease in PG&E generation rates stemming from the closure of the Diablo Canyon nuclear plant. After 2026, the difference between the two rates is expected to increase as PG&E's generation rates continue to increase and exit fees decline with the expiration of additional resources from PCIA eligibility.

---

<sup>33</sup> 60% of the non-RPS generation in average for 2018-2038.

<sup>34</sup> All rates are in nominal dollars

**Figure 15. Scenario 1 Forecast Average CCE Cost and PG&E Rates, 2018-2038<sup>35</sup>**



**Residential Bill Impacts**

Table 8 shows the average annual savings for Residential customers under Scenario 1. The average annual bill for the residential customer on the Contra Costa County CCE program will be on average 8% lower than the same bill on PG&E rates. Note that these rate impacts assume that a rate stabilization reserve is funded during the first few years of the CCE’s existence.

**Table 8. Scenario 1 Savings for Residential CCE Customers**

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCA (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	124	5	4%
2030	500	189	171	18	10%
2038	500	254	227	27	11%

<sup>35</sup> This chart doesn’t include the reserve fund.

## Greenhouse Gas Emissions

Under Scenario 1, we model the Contra Costa County CCE to be 50% below PG&E's GHG emission rate. It can meet this goal by using large hydroelectric power to meet 35% of its resource needs (60% of the non-RPS load). Though this large hydro power would not qualify for RPS requirements, it is nevertheless a non-carbon emitting resource.

Figure 16 shows Contra Costa CCE's generation portfolio mix (vertical bars) and GHG emissions rate (brown line) under Scenario 1, along with PG&E's GHG emissions rate for comparison (blue line). Additional GHG savings can occur if additional renewables are added to the portfolio (see Scenarios 2 and 4) or if a greater fraction of GHG-free resources (like large hydro) is used.

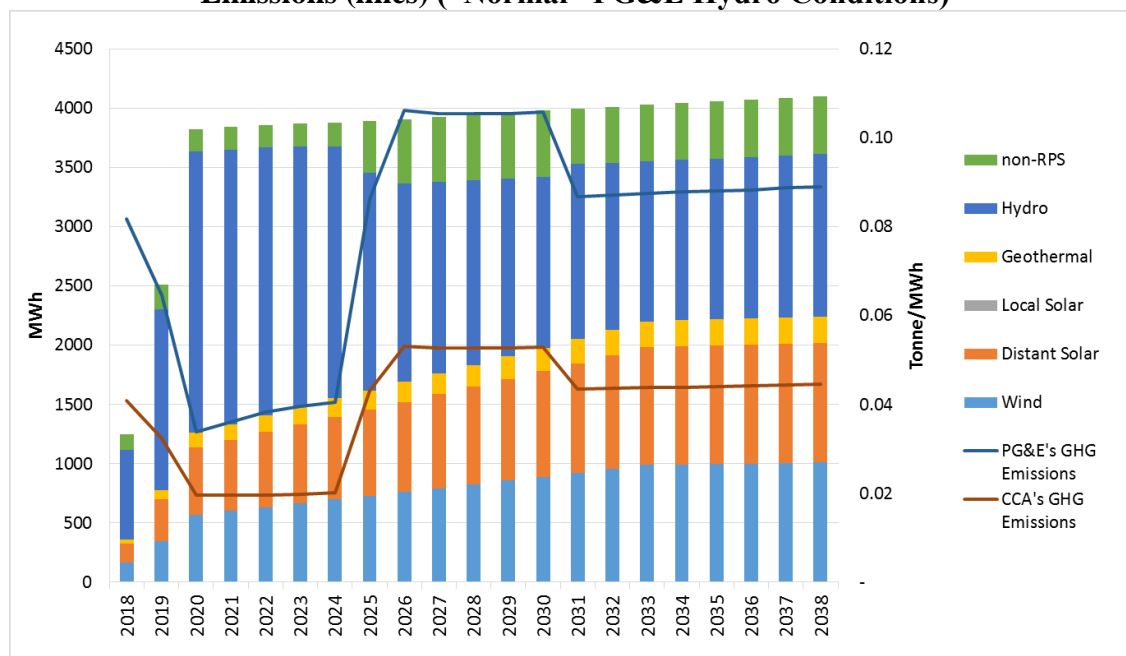
PG&E GHG emissions are relatively low due to the diversity in PG&E's electric mix. In addition to renewable generation, over 40% of PG&E's supply portfolio is made up of nuclear and large hydroelectric generation, both of which are considered GHG-free generation technologies. PG&E's GHG emissions rate is expected to fall between 2018 and 2020 due to increases in RPS procurement. In 2025, the retirement of the Diablo Canyon nuclear generation plant is expected to more than double PG&E's GHG emission rate as the utility increases its gas-fired generation to make up for a share of the loss.<sup>36</sup> In the following years PG&E's GHG emissions are expected to decrease as PG&E ramps up renewable procurement to meet its mandated RPS goals and the additional RPS procurement required under the Diablo Canyon retirement proposal.<sup>37</sup> In this scenario, the CCA's emissions rate is set to be approximately 50% of PG&E's in each year, subject to a 5% minimum supply from market purchases.

---

<sup>36</sup> Even if PG&E replaces the nuclear generation with renewable power and other GHG-free resources, as proposed, the new renewable resources will need to be balanced by flexible resources, which are likely to be at least in part provided by fossil-fueled power and which will therefore increase PG&E's GHG emissions.

<sup>37</sup> Starting in 2030, the required RPS increases from 50% to 55% under PG&E's proposal.

**Figure 16. Scenario 1 Contra Costa County CCE Supply Portfolio (vertical bars) and GHG Emissions (lines) (“Normal” PG&E Hydro Conditions)**



## Scenario 2 (Accelerated RPS)

Scenario 2, from a renewable procurement perspective, is a more aggressive scenario. Under this scenario, the Contra Costa County CCE starts with 50% of its load served by renewable sources in 2018, and rapidly increases to 80% of its load served by renewable sources in 2030. In addition, between 2018 and 2038 Contra Costa County will provide an average of 20% of its supply through large hydroelectric sources<sup>38</sup>.

### CCE Average Costs

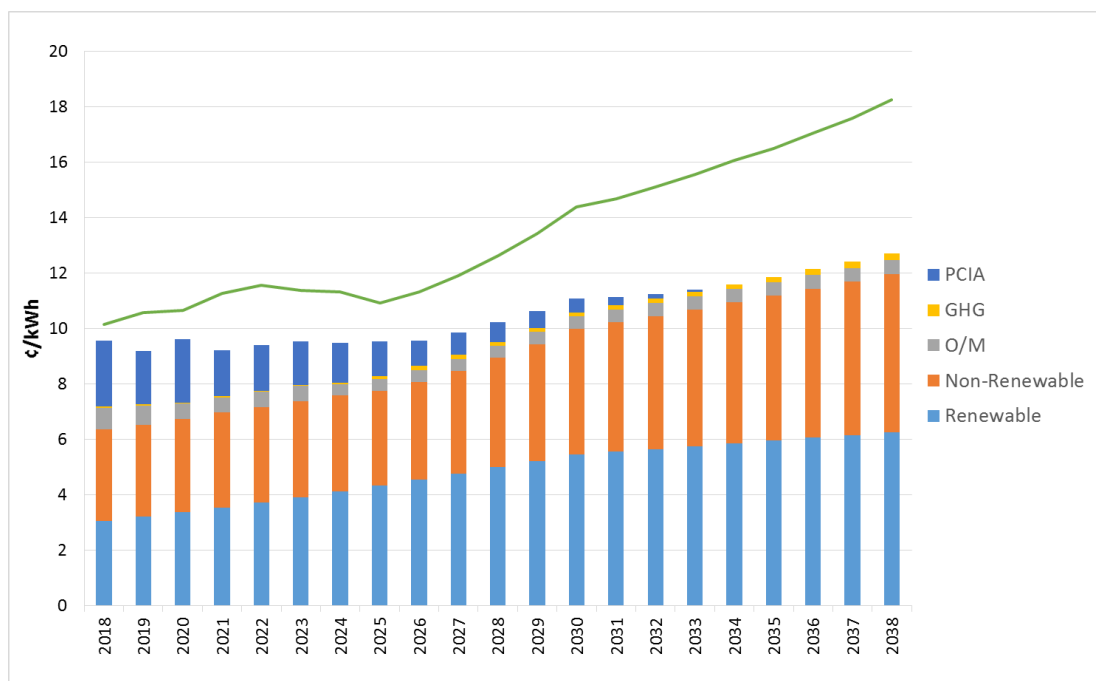
Figure 17 summarizes the results for this scenario. The vertical bars represent the Contra Costa County CCE customer rate, and the green line represents the PG&E generation rate. In this scenario, the renewable power cost is the single largest element of the CCE rate, reflecting the higher renewable content of this scenario. Non-renewable generation and the PCIA exit fee are the second and third most expensive components, respectively. As in Scenario 1, the PCIA exit fee is expected to decrease in most years beginning in 2020. Because of this scenario's larger share of GHG-free generation between 2028 and 2038, the GHG allowance purchases are an even lower portion of the total costs.

Compared to Scenario 1, Scenario 2 exhibits a lower differential between PG&E's and the CCE's customer generation rates between 2018 and 2033. After 2033, the price of renewable generation is expected to undercut the wholesale electricity market for non-RPS supplies, rendering a higher differential in Scenario 2 than in Scenario 1. With respect to PG&E's rates, this differential will

<sup>38</sup> 50% of the non-RPS generation for 2018-2028

continue to follow a similar pattern: positive for all years from 2018 to 2038. And as was the case in Scenario 1, Scenario 2 enables the CCE to reliably price its average generation rates lower than those of PG&E.

**Figure 17. Scenario 2 Forecast Average CCE Cost and PG&E Rates, 2018-2038<sup>39</sup>**



### Residential Bill Impacts

Table 9 summarizes the average annual savings for residential customers under Scenario 2. For the 2018-2038 period, the average annual bill for a residential customer of the Contra Costa County CCE program will be 8% lower than the same bill under PG&E rates. This is a little less than, but close to, the bill savings under Scenario 1. Note that these rate impacts assume that a rate stabilization reserve is funded during the first few years of the CCE's existence. Thus, even though a "gap" between the CCE costs and PG&E rates can be seen in Figure 17, the bill savings in 2018 is zero, as the additional CCE funds are assumed to go to the reserve rather than as a customer bill savings.

<sup>39</sup> This chart doesn't include the reserve fund.

**Table 9. Scenario 2 Savings for Residential CCE Customers**

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCE (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	125	4	3%
2030	500	189	172	17	9%
2038	500	254	225	29	11%

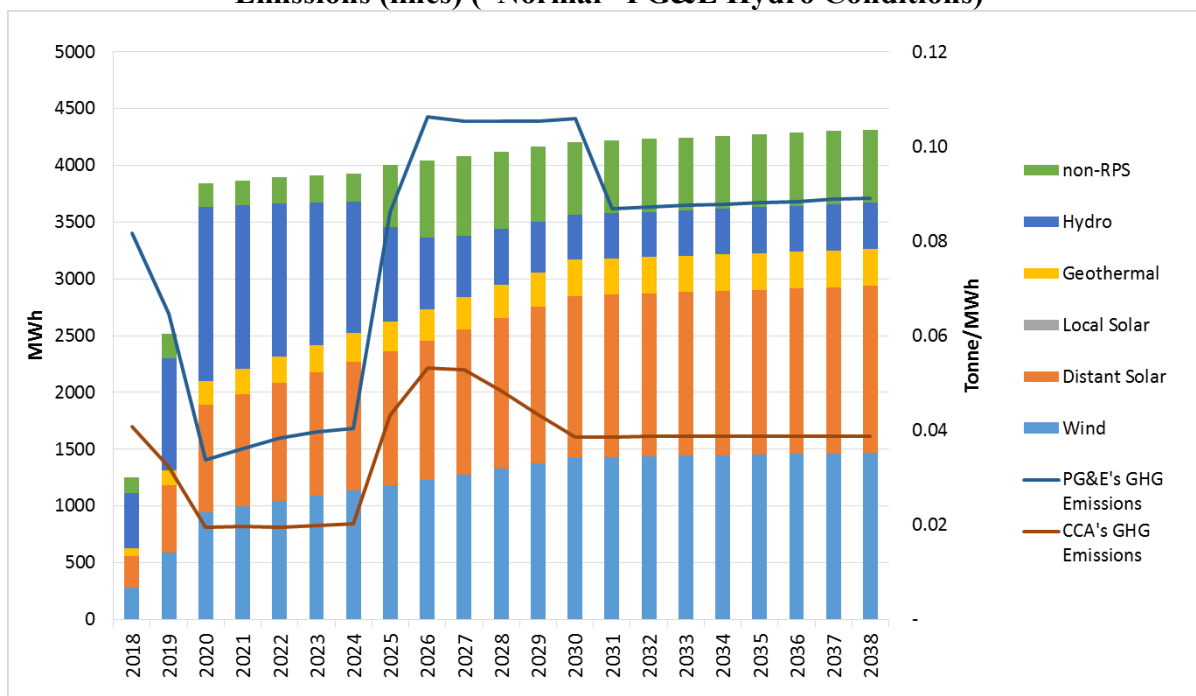
### GHG Emissions

Under Scenario 2, we model the Contra Costa County CCE to at least as much carbon-free generation as PG&E. As in Scenario 1, in years where the assumed renewables would not result in the CCE halving PG&E's GHG emissions, we add large hydroelectric generation to the CCE's resource portfolio to make up the difference, subject to a 5% minimum supply from market purchases. In other years when the CCE's RPS targets are sufficient to provide GHG savings relative to PG&E, we assume that emissions are further reduced by sourcing 50% of the non-RPS supply from large hydro. The end result is a portfolio that averages 20% large hydro.

Figure 18 compares the Scenario 2 GHG emissions from 2018-2038 for the Contra Costa County CCE with what PG&E's emissions would be for the same load if no CCE were formed. Since Scenario 2 has a higher renewable generation target (80% by 2030), the hydroelectric generation necessary to achieve the same GHG emissions reduction is lower. As a result of trading off large hydro for RPS-eligible energy, GHG emissions in Scenario 2 are the same as Scenario 1 through 2027, after which the CCE's portfolio will produce less than half the GHG emissions compared to PG&E.



**Figure 18. Scenario 2 Contra Costa County CCE Supply Portfolio (vertical bars) and GHG Emissions (lines) (“Normal” PG&E Hydro Conditions)**



**Scenario 3 (Minimum RPS Compliance plus Local Procurement)**

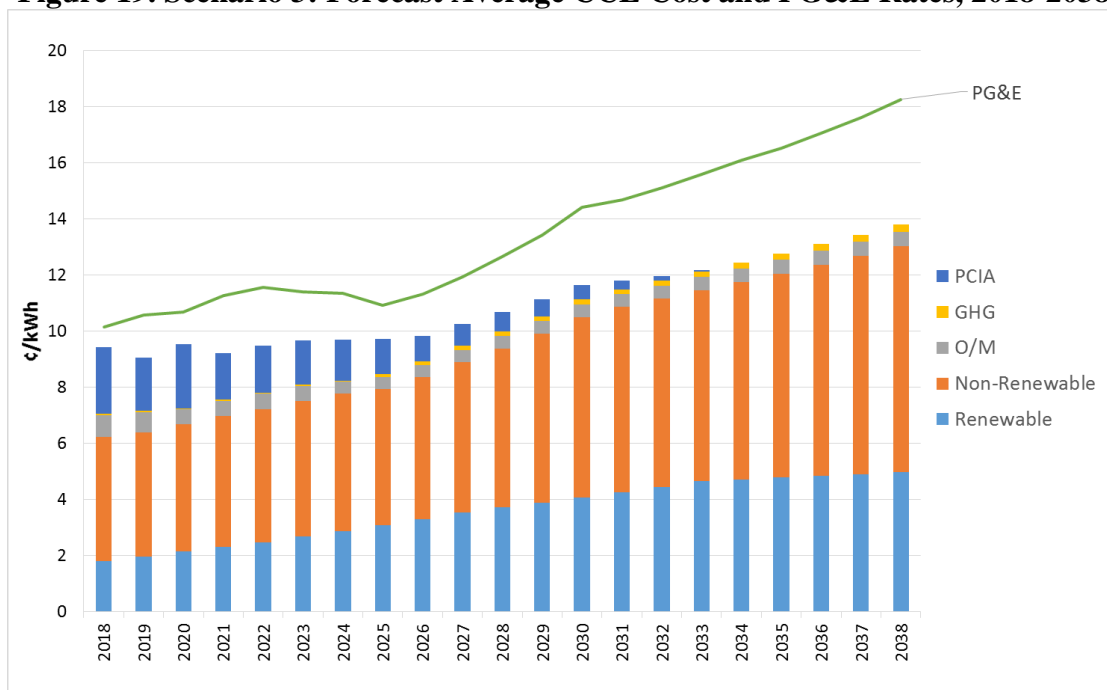
Scenario 3 is identical to Scenario 1, save for a greater portion of locally sourced renewables. Under Scenario 3, local renewables increase annually, reaching 50% of the renewable supply by 2027 and continues at 50% through 2038.

**CCE Costs**

Figure 19 summarizes the results for this scenario. The vertical bars represent the Contra Costa County CCE customer rate, and the green line represents the PG&E generation rate. As with Scenario 1, the non-renewable cost is the largest component of the CCE’s rates, followed by renewable generation costs. The latter are greater than in Scenario 1 due to the higher prices of local generation resources. As with previous scenarios, the PCIA exit fee is the third largest expenditure and it is expected to decrease most years after 2020. As with Scenario 1, the costs associated with GHG allowance purchases are responsible for a marginally larger percentage of the CCE's total costs between 2028 and 2038. This is mostly due to the lower share of GHG-free emissions.

The Scenario 3 differential between PG&E generation rates and Contra Costa County CCE falls in the middle of Scenario 1 and 2 until 2028. Afterwards, the Scenario 3 differential, decreases further, pushing it below Scenarios 1 and 2. However, the CCE rates are expected to be lower than PG&E's generation rates for the entire forecast period, which will allow the CCE to collect reserve fund contributions annually from 2018 to 2038.

**Figure 19. Scenario 3: Forecast Average CCE Cost and PG&E Rates, 2018-2038**



**Residential Bill Impacts**

Table 10 summarizes the average residential bill impacts under Scenario 3. Between 2018 and 2038, the annual bill for a residential customer of the Contra Costa County CCE program will be, on average, 6% lower than a corresponding PG&E bill.

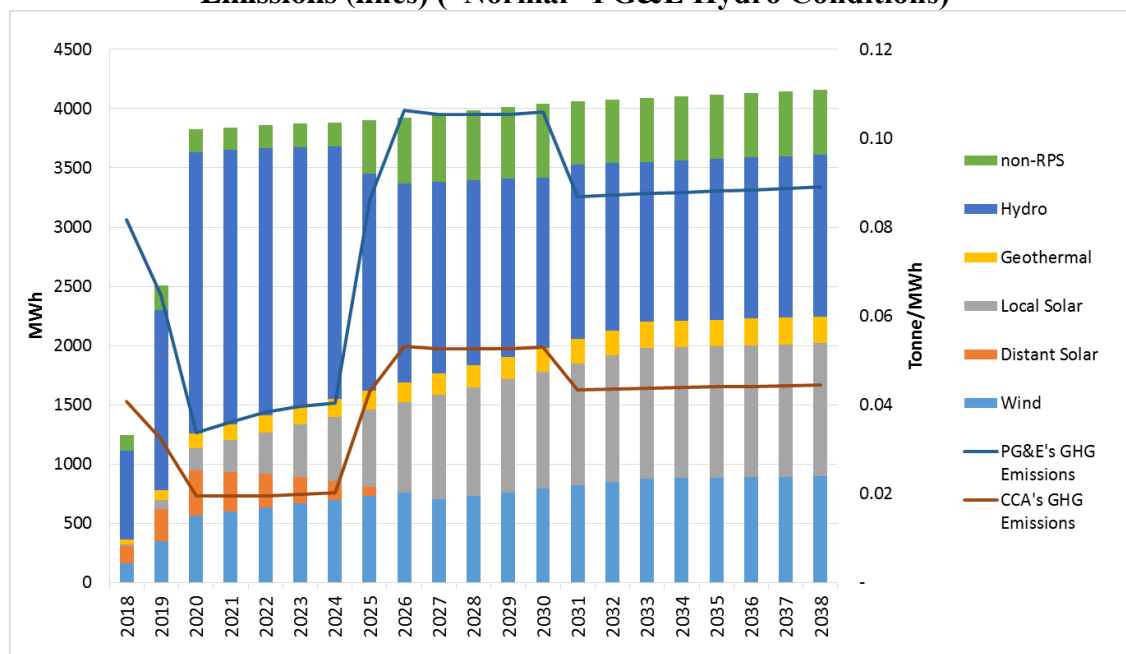
**Table 10. Scenario 3 Savings for Residential CCE Customers**

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCE (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	125	4	3%
2030	500	189	175	14	7%
2038	500	254	231	23	9%

**GHG Emissions**

The emissions pattern for Scenario 3 is identical to Scenario 1 due to the equal GHG-free generation proportion. The only difference is that part of this generation is provided by local sources. Figure 20 shows the GHG emissions from 2018-2038 for the Contra Costa County CCE under Scenario 3. Note that GHG emissions from the Contra Costa CCE supply and PG&E supply are the same as in Scenario 1.

**Figure 20. Scenario 3 Contra Costa County CCE Supply Portfolio (vertical bars) and GHG Emissions (lines) (“Normal” PG&E Hydro Conditions)**



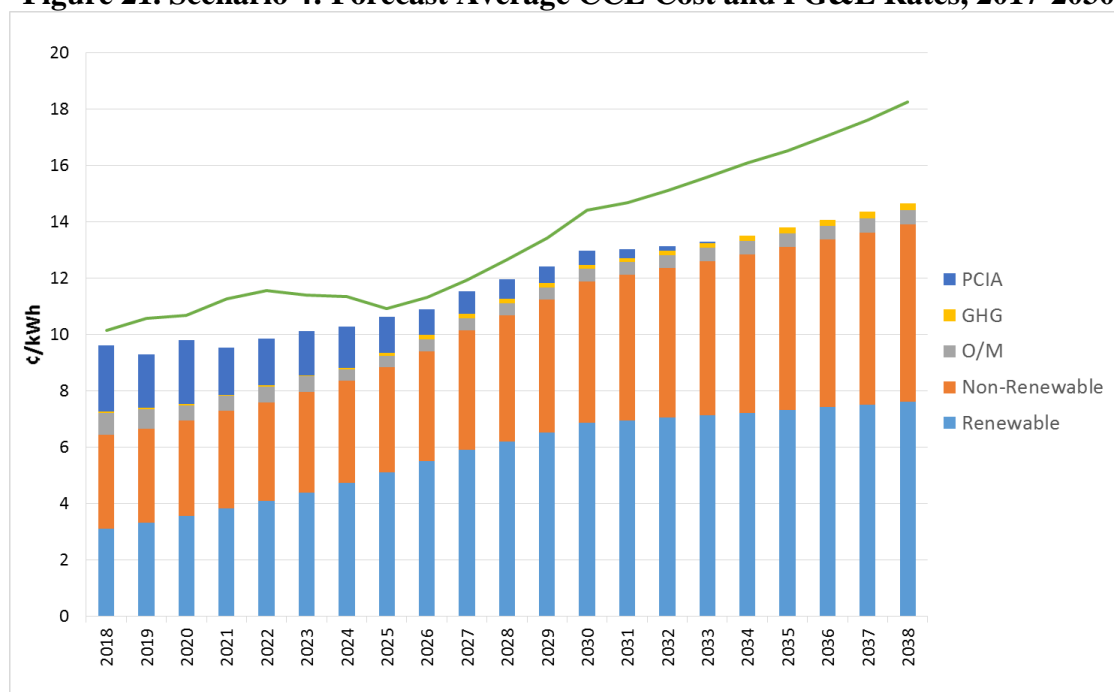
### Scenario 4 (Accelerated RPS plus Local Procurement)

Scenario 4 is the same scenario as Scenario 2 but with a more substantial portion of the generation sourced from local renewable sources: increasing annually and achieving 50% of the total RPS supply by 2027 through 2038.

### CCE Average Costs

Figure 21 summarizes the results for this scenario. The vertical bars represent the Contra Costa County CCE customer rate, and the green line represents the PG&E generation rate. Under Scenario 4, the cost for renewables forms the largest component of the CCE's rates and grows steadily to account for nearly 60% of the total CCE rate in 2030. Non-renewable generation is the next largest cost component of the rate, followed by the PCIA exit fee, which is expected to decrease in most years beginning 2020. As with Scenario 2, the costs for GHG allowance purchases in Scenario 4 are a smaller portion of total costs because of more RPS power.

The differential between PG&E generation rates and Contra Costa County CCE customer rates in Scenario 4 is the lowest of the four scenarios between 2018 and 2028. This is because Scenario 4 has the most expensive supply portfolio, comprised of more locally sourced renewables. However, after 2028, when the price of the renewable generation is expected to be lower than the wholesale electric market, the differential in Scenario 4 will be higher than the differential in Scenarios 1 and 3, but lower than Scenario 2. Similar to the other scenarios, the Contra Costa County CCE rates in Scenario 4 are forecasted to be lower than expected PG&E generation rates for all years from 2018 to 2038. And as such, this enables the collection of reserve fund contributions through the CCE's rates in every year of the forecast period.

**Figure 21. Scenario 4: Forecast Average CCE Cost and PG&E Rates, 2017-2030**

### Residential Bill Impacts

Table 11 summarizes the average residential bill impacts under Scenario 4. Over the 2018-2038 study period, the annual bill for a residential customer of the Contra Costa County CCE program will be, on average, 4% lower than the same bill under PG&E rates under Scenario 4. Again, note that these rate impacts assume that a rate stabilization reserve is funded during the first few years of the CCE's existence. Thus, even though a "gap" between the CCE costs and PG&E rates can be seen in Figure 21, the bill savings in 2018 is zero, as the additional CCE funds are assumed to go to the reserve rather than as a customer bill savings.

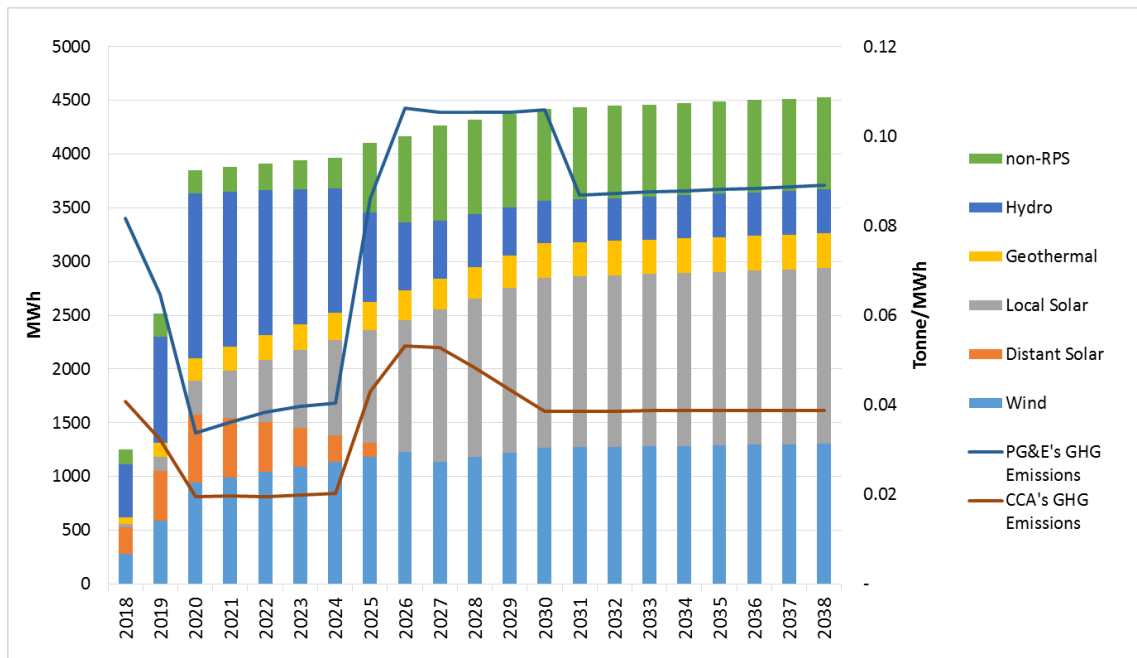
**Table 11. Scenario 4 Savings for Residential CCE Customers**

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCE (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	126	3	2%
2030	500	189	182	7	4%
2038	500	254	235	19	7%

**GHG Emissions**

The GHG emissions pattern for Scenario 4 is to the same as Scenario 2 due to the scenarios having the same shares of GHG-free generation; the only difference being that local solar generation is assumed to replace solar supplies from more distant locations. . Figure 22 compares the GHG emissions from 2018-2038 for the Contra Costa County CCE under Scenario 4 with what PG&E’s emissions would be for the same load were no CCE formed.

**Figure 22 Scenario 4 Contra Costa County CCE Supply Portfolio (vertical bars) and GHG Emissions (lines) (“Normal” PG&E Hydro Conditions)**



## Chapter 4: Sensitivity of Results to Key Inputs

In addition to the base case forecast described above, MRW has assessed alternative cases to evaluate the sensitivity of the results to possible conditions that would have an impact on Contra Costa County CCE's technical study. The metric considered to compare the alternative sensitivity cases to the base case is the differential between the annual average generation rates for PG&E bundled customers and for Contra Costa County CCE customers over the first ten years (2018-2028).<sup>40</sup> The latter 10 years were not included as they are both uncertain and skew the average results due to the widening gap between modeled PG&E's rates and the CCE's average cost.

The base-case analysis (Chapter 3 –Scenario 1) was developed as a reasonable and conservative assessment of the Contra Costa County CCE. In addition to the base case analysis, MRW analyzed alternative cases to address seven risks: (1) low participation, (2) higher local renewable power prices, (3) higher renewable power prices, (4) higher natural gas prices, (5) lower PG&E portfolio costs, (6) higher PCIA charges, and (7) a combination of these six risks (stress scenario).

### Lower Participation Sensitivity

This sensitivity case evaluates the impact of lower participation on the CCE program. Lower Participation could be due to a higher customer opt-out rates, or if some of the cities included in the study choose not to participate in the CCE program. If fewer customers join, CCE rates will generally be higher because about \$7 million of annual CCE costs are invariant to the amount of CCE load. In Lower Participation sensitivity, we assume that the load for the Contra Costa County CCE is 70% of the potential load.<sup>41</sup> Average administration costs in this scenario are 12% higher than in the base case scenario. These higher administration costs don't have a big impact on the CCE rates due to the fact that administration costs are a small part of the total CCE rate (5% in average). The impact of this sensitivity case is to reduce the 2018-2028 average rate differential by 0.07¢/kWh relative to the base case.

**Table 12. Lower Participation Sensitivity Results, 2018-2028**

Period 2018-2028	Average Admin costs (¢/kWh)	Average rate differential (¢/kWh)
<b>Base</b>	0.45	1.86
<b>Low participation</b>	0.51	1.79

<sup>40</sup>The Contra Costa County CCE rate includes the PG&E exit fees (PCIA charges) that will be charged to CCE customers but does not include the rate adjustment for the reserve fund or other possible CCE activities.

<sup>41</sup> In the Base case we considered 85% of the potential load.

## Higher Local Renewable Power Prices Sensitivity

This sensitivity case evaluates the impact of higher local renewable power prices on the CCE's financial viability. As discussed in Appendix B, in the base case, solar local renewable power price starts at \$68/MWh in 2018 and it increases following the price curve. In the Higher Local Renewable Power Prices sensitivity, we assume that local renewable prices would be 20% higher than the base case prices. These higher prices affect only CCE rates for Scenario 3 and Scenario 4 (Scenario 1 and Scenario 2 don't include local generation), reducing the 2018-2028 average rate differential by 0.21¢/kWh relative to the base case.

**Table 13. Higher Local Renewable Power Prices Sensitivity Results, 2018-2028<sup>42</sup>**

Period 2018-2028	Average local renewable prices (\$/MWh)	Average rate differential (¢/kWh)
Base	69.30	1.57
High local renewable prices	83.20	1.36

## Higher Renewable Power Prices Sensitivity

This sensitivity case evaluates the impact of higher renewable power prices on the CCE's financial viability. As discussed in Appendix B, in the base case, renewable power prices are flat in nominal dollars through 2022, based on the assumption that projected declines in renewable development costs will offset increases associated with the planned expiration of federal renewable tax credits.<sup>43,44</sup> In the Higher Renewable Power Prices sensitivity, we assume that renewable prices would be flat in nominal dollars through 2022 if it were not for the tax credit expirations and add the impact of the tax credit expirations to the base case prices. Average renewable power prices in this scenario are 0-10% higher than in the base case scenario through 2021, about 20% higher in 2021 and 2022, and 30% higher after 2022 when the solar investment tax credit is reduced to 10%. These higher prices affect both the CCE and PG&E, but they have a greater effect on the CCE because PG&E has significant amounts of renewable resources under

<sup>42</sup> Results for Scenario 3

<sup>43</sup> Investment Tax Credit (ITC) which is commonly used by solar developers, is scheduled to remain at its current level of 30% through 2019 and then to fall over three years to 10%, where it is to remain. The federal Production Tax Credit (PTC), which is commonly used by wind developers, is scheduled to be reduced for facilities commencing construction in 2017-2019 and eliminated for subsequent construction.

U.S. Department of Energy. Business Energy Investment Tax Credit (ITC). <http://energy.gov/savings/business-energy-investment-tax-credit-itc>; U.S. Department of Energy. Electricity Production Tax Credit (PTC). <http://energy.gov/savings/renewable-electricity-production-tax-credit-ptc>

<sup>44</sup> The base case forecast would also be consistent with a scenario in which the tax credit expirations are delayed.

long-term contract. The impact of this stress case is to reduce the 2018-2028 average rate differential by 0.35¢/kWh relative to the base case.

**Table 14. Higher Renewable Power Prices Sensitivity Results, 2018-2028**

	Average RPS prices (\$/MWh)	Resulting average rate differential (¢/kWh)
<b>Base</b>	53.2	1.86
<b>High renewable prices</b>	65.1	1.51

### Higher Exit Fee (PCIA) Sensitivity

PG&E's PCIA exit fees are subject to considerable uncertainty. Under the current methodology, PCIA rates can swing dramatically from one year to the next, and this methodology is currently under review and may be adjusted in the coming years. MRW therefore evaluated a stress case in which PCIA rates don't fall after 2018, as anticipated in the base case, but instead remain at 2018 levels through 2028. This increases the 2028 PCIA more than 300% of its base case value. The impact of this stress case is to reduce the 2018-2028 average rate differential by 0.86¢/kWh relative to the base case.

**Table 15. Higher PCIA Exit Fee Sensitivity Results, 2018-2028**

	Average PCIA prices (¢/kWh)	Resulting average rate differential (¢/kWh)
<b>Base</b>	1.5	1.86
<b>High PCIA</b>	2.4	1.00

### Lower PG&E Portfolio Cost Sensitivity

While changes to natural gas prices and renewable power prices affect both the CCE and PG&E, dampening the impact on the CCE's cost competitiveness, reductions to the costs to operate and maintain PG&E's nuclear and hydroelectric facilities would provide cost savings to PG&E that would not be offset by cost savings to the CCE. MRW considered a case in which PG&E's overall generation rates are 10% below the base case, driven by reductions to PG&E's nuclear, and hydroelectric portfolio costs. Under such a scenario, the 2018-2028 average rate differential would be reduced by 1.12¢/kWh relative to the base case scenario.



**Table 16. Lower PG&E Portfolio Sensitivity Results, 2018-2038**

	Average PG&E Rate (¢/kWh)	Resulting average rate differential (¢/kWh)
<b>Base</b>	11.2	1.86
<b>Low PG&amp;E portfolio costs</b>	10.1	0.74

### Higher Natural Gas Prices Sensitivity

Natural gas prices have been low and relatively steady over the last few years, but they have historically been quite volatile and subject to significant swings from local supply disruptions (e.g., Hurricanes Katrina and Rita in 2005). MRW analyzed a gas price sensitivity case using the U.S. Energy Information Administration’s High Scenario natural gas prices forecast,<sup>45</sup> which is in average 50% higher than MRW’s base case forecast for the period 2018-2028. Natural gas price increases affect power supply costs for both Contra Costa County CCE and PG&E; however, the nuclear and hydroelectric capacity in PG&E’s resource mix makes PG&E less sensitive than Contra Costa County CCE to changes in natural gas prices. The net effect of higher natural gas prices is therefore to increase CCE rates relative to PG&E rates<sup>46</sup> (i.e., reduce the average rate differential). Under the sensitivity conditions considered, the 2018-2038 average rate differential decreases relative to the base case by 1.68¢/kWh.

**Table 17. Higher Natural Gas Prices Sensitivity Results, 2018-2028**

	Average PG&E Rate (¢/kWh)	Resulting average rate differential (¢/kWh)
<b>Base</b>	11.2	1.86
<b>Low PG&amp;E portfolio costs</b>	10.1	0.18

### Stress Case and Sensitivity Comparisons

All rate differentials (i.e., the CCE’s competitive positions) are lower in the sensitivity cases than in the base case scenario for all years from 2018 to 2028 (**Table 18**). To evaluate a more extreme scenario, MRW developed a stress case that combines all the sensitivity cases: (1) low participation, (2) higher local renewable power prices, (3) higher renewable power prices, (4) higher natural gas prices, (5) lower PG&E portfolio costs, and (6) higher PCIA charges. The

<sup>45</sup> U.S. Energy Information Administration. “2015 Annual Energy Outlook,” Table 13

<sup>46</sup> For the Scenario 2 and 4 the high gas natural prices case has less negative impact due to the high proportion of renewable generation.

2018-2028 average rate differential for this stress case is negative, at  $-4.08\text{¢/kWh}$ , meaning that CCE customer costs would exceed PG&E customer costs under this scenario.

**Table 18. Stress Test Results, 2018-2028**

	Resulting average rate differential (¢/kWh)
<b>Base</b>	1.86
<b>Stress Scenario</b>	-2.3

**Figure 23. Difference Between PG&E Customer Rates and CCE Customer Rates Under Each Sensitivity Case, 2018-2028**

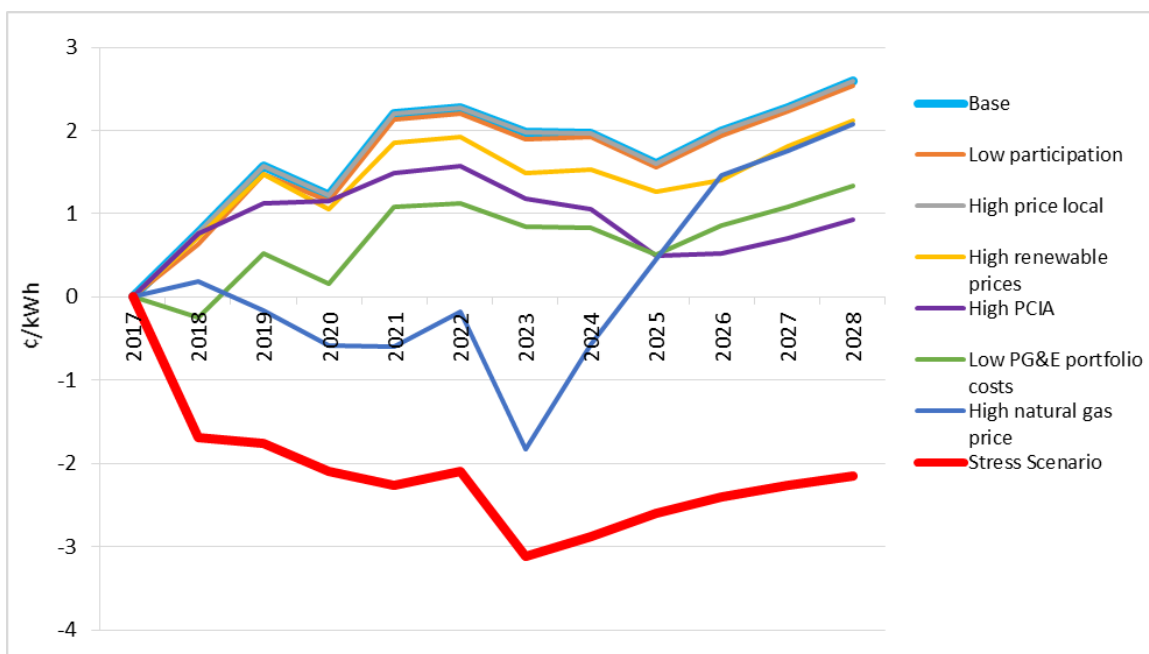
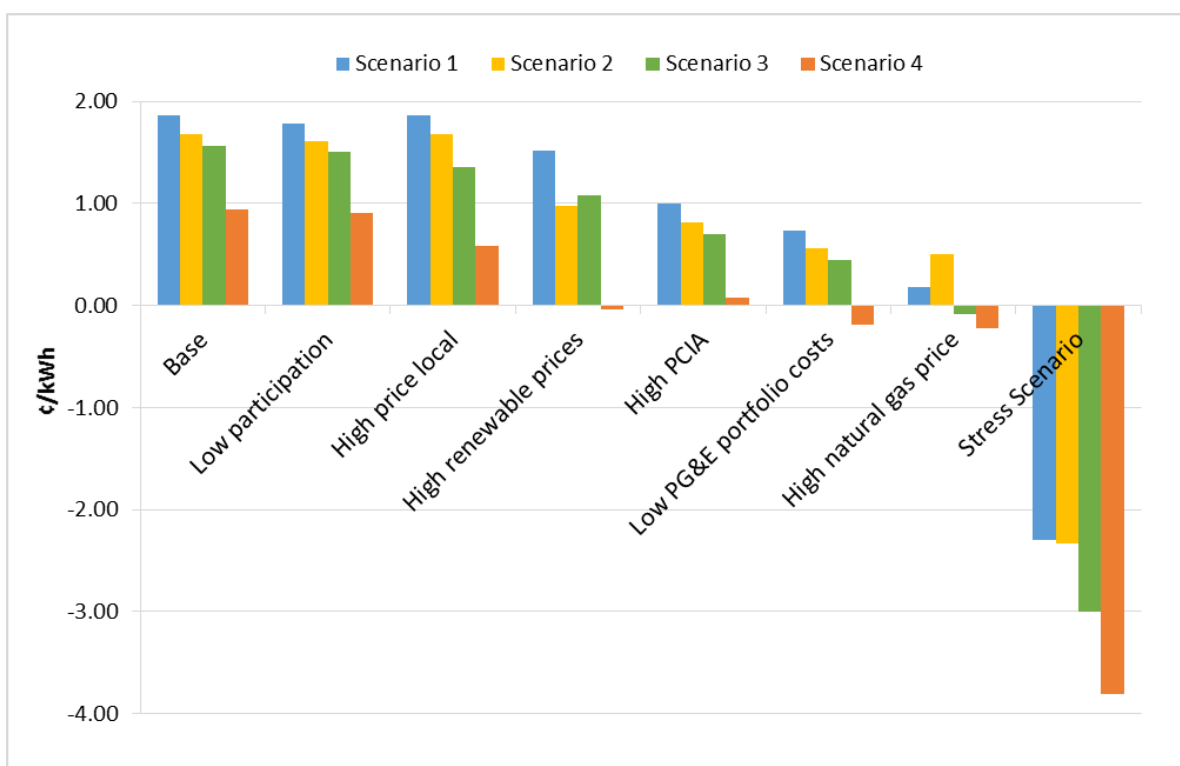


Figure 23 shows the difference between the PG&E customer rates and the Contra Costa County CCE customer rates (including exit fees) in the base case, and in each of the sensitivity scenarios, for each year from 2018 to 2028. As Figure 23 illustrates, CCE customer rates are lower than PG&E customer rates in each of the individual sensitivity cases in each year.<sup>47</sup> Under the Stress Scenario case, the rate differential is negative for each year (i.e., CCE rates are higher than PG&E generation rates).

<sup>47</sup> For High Natural Gas Price sensitivity case, in 2023 the rate differential drops following the decrease on PG&E rate. The decrease on PG&E rate in 2023 under the high natural gas price case is due to an increase on the PCIA. PCIA is highly sensitive to the natural gas prices.

The results shown above reflect the Minimum RPS Compliance supply scenario (Scenario 1). MRW additionally evaluated each sensitivity scenario under the four alternative supply scenarios: (1) Minimum RPS Compliance, (2) Accelerated RPS, (3) Minimum RPS Compliance plus Local Procurement, and (4) Accelerated RPS plus Local Procurement. Figure 24 depicts the average rate differentials for 2018-2028 for each sensitivity case under the four supply scenarios.

**Figure 24. Difference Between PG&E Customer Rates and CCE Customer Rates Under Each Sensitivity Case and Supply Scenario, 2018-2028 Average**



Looking at 2018-2028, Scenario 1 (Minimum RPS Compliance) is the least costly scenario for the CCE, and therefore has the highest rate differential under most of the sensitivity cases considered.<sup>48</sup> Scenario 2 (Accelerated RPS), though still quite competitive with PG&E, fares slightly worse, with a rate differential approximately 10-20% lower than in Scenario 1 for most of the sensitivity cases considered. The one exception is the High Natural Gas Price sensitivity case, in which Scenario 1 has lower results than Scenario 2. This is due to the higher gas-fired generation content in Scenario 1, which makes the supply portfolio more susceptible to volatility in natural gas prices than Scenario 2. For most the sensitivity cases, rate differentials for Scenario 3 are lower than Scenario 1 and Scenario 2. Scenario 4 is the costliest scenario, with rate differentials much lower than those in Scenario 1, Scenario 2, and Scenario 3.

<sup>48</sup> This is only looking at the period 2018-2028. If we consider the period 2018-2038, Scenario 2 would be the least costly scenario. After 2028 the prices of renewable generation are expected to be lower than the wholesale electric market, which makes Scenario 2 less costly than Scenario 1 in the period 2028-2038.

In the stress case, Contra Costa County CCE customer rates exceed PG&E customer rates on average over the 2018-2028 period for all four scenarios, with the rate differential being highest in Scenario 4 at -3.8¢/kWh.

## **Conclusions**

Under Scenarios 1 and 2, Contra Costa County CCE customer rates compare quite favorably to PG&E rates in all years from 2018 to 2038 under all four supply scenarios. Furthermore, under Scenario (Minimum RPS compliance), Contra Costa County CCE customer rates remain below PG&E rates under all but the most extreme sensitivity case considered (however at the price of possible higher GHG emissions). Under the stress case, irrespective of the supply scenario considered, CCE rates are higher than PG&E rates. While the stress case may appear extreme given that it involves seven adverse sensitivities simultaneously occurring, cost volatility in the power industry is well established, and the possibility of adverse conditions arising should be understood and planned for in any CCE venture.

## Chapter 5: Macroeconomic Impacts

This chapter discusses the job impacts within Contra Costa County for each of the four scenarios. All four scenarios modeled showed positive economic and job impacts. The mix and amount of jobs created would depend upon policy decisions made by the CCE board, primarily trading off the economic stimulus from lower electricity bills versus the direct jobs created by local (higher cost) renewable energy projects sponsored by the CCE.

To understand just how job impacts can come about, and the extent of those changes (positive or negative), a brief description of elements associated with the CCE and how they influence the existing economy is provided.

### How a CCE interacts with the Surrounding Economy

The establishment and operation of a CCE creates a new set of spending elements (also referred to as “demands”) as a community changes the type of electricity generation they want to purchase, where the new mix of generation is to be located, adjustments necessary for existing generating assets of the provider utility, and implications on customers’ bills because of retail rate differentials. Some of these new elements have temporary effects, while others have long-term effects. Investment in locally sited solar will result in temporary direct creation of jobs whereas subsequent *maintenance* will support some on-going direct jobs. Regardless of the duration, when a direct job is created in a sector, there will be a multiplier response on “backwardly-linked” jobs with supplier businesses if the supplier is present in the economy. The new elements include:

- **Administration** – [direct jobs, long-term effect] county staffing, professional-technical services and I/T-database services
- **Net Rate Savings (or bill savings)** – [long-term effect] county households have an increase in their spending ability, county commercial and industrial energy customers experience a reduction in their costs-of-doing business which makes them each more competitive, garnering more business that requires more employees, and municipal energy customers can provide more local services which requires more local government staff.
- **New Renewable Capacity Investment within County & Surrounding counties** – [direct jobs, short-term, two of the four scenarios]
- **New Renewable Operations within County & Surrounding counties** – [direct jobs, long-term, two of the four scenarios]
- **Net Generating Capacity and Operations offsets for PG&E outside of county** – [direct jobs, short & long-term, none since we are not focused on the *rest of CA* economy]

To frame expectations around how many direct jobs can be created in the County from the above CCE elements, consideration must be given to (a) how much of the spending associated with the CCE scenario is fulfilled by a within county business or resident workforce, and (b) what do

these locally-fulfilled dollars represent in terms of current annual county business activity (e.g., is this a large spending event?).

## Job Impacts of Proposed CCE Scenarios

We examine each of the four scenarios for their influence on the County economy and the economy of the four surrounding counties combined (a ring region comprised of Alameda, Sacramento, San Joaquin and Solano counties). The basis for including the surrounding counties is (i) interdependence of the economies in terms of business-to-business transactions (in part due to proximity) and labor commuting flows (both in and out), as well as (ii) the siting of 50 percent of the proposed CCE funded small-scale solar projects beyond Contra Costa county. The scenario structures assume no electric customer participation from beyond Contra Costa County therefore the proposed *bill savings* are allocated across customer segments solely within Contra Costa County.

The possible sources of *initial* job change in any of the scenarios include:

- CCE Administration *spending* 2018 to 2038 (within Contra Costa County)
- Bill Savings *less* Customer's expense for on-site solar deployed 2018 to 2038 (within Contra Costa County)
- Investment in small-scale Solar 2018 to 2030 (Contra Costa and the 4-county ring region)
- O&M spending on small-scale Solar 2018 to 2038 (Contra Costa and the 4-county ring region)

Only scenarios 3 and 4 include investment for small-solar projects in Contra Costa County and the surrounding region of counties. Once each regional economy experiences its initial change related to any of the above scenario elements, a macroeconomic forecasting tool (the REMI model<sup>49</sup>) captures impacts from inter-regional transactions (of commuters, of business sales), and impacts from changes in Contra Costa County's relative *cost-of-living* and *cost-of-doing business* resulting from bill savings, and impacts associated with *multiplier effects*.

## Overview of Scenario Effects

It is helpful to understand how the various scenarios “stack up” in terms of the four sources that will exert an influence on the local economies. Table 19 presents the cumulative (2018 to 2038) stimuli - bill savings, administrative spending, and where relevant, demands related to investment, O&M. The amounts are a roll-up of nominal values. Scenario 1 poses the greatest amount of Rate Savings for county CCE customers (\$2,390 million), and Scenario 4 poses the largest amount of solar investment *demand* (\$827 million) for in-county installations. Ensuing O&M spending (Scenarios 3 and 4) will increase as the investment *demand* increases. None of the displaced renewable capacity by PG&E (investments under the “business-as-usual” or “without CCE” case) occurs in either Contra Costa or the surrounding 4 counties.

---

<sup>49</sup> Regional Economic Models, Inc. of Amherst, MA. [www.remi.com](http://www.remi.com)

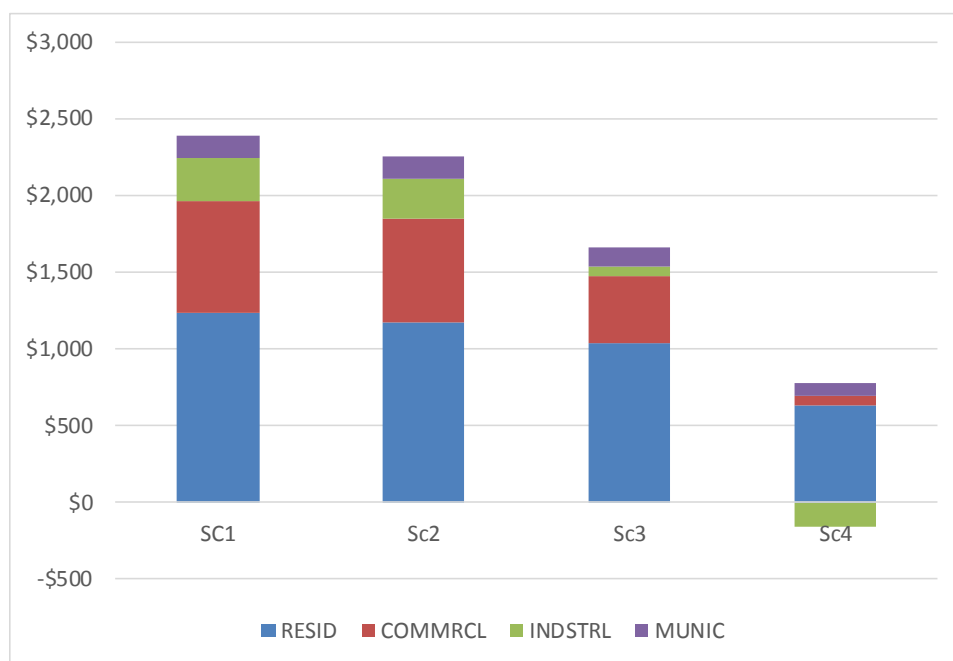
**Table 19. CCE Scenario Economic Characteristics (2018-2038, Millions of nominal dollars)<sup>50</sup>**

Scen.	Net Rate savings County customers	CCE Small Solar Investment		CCE Small Solar O&M	
		Contra Costa County	Neighboring Counties	Contra Costa County	Neighboring Counties
1	\$2,390	\$0	\$0	\$0	\$0
2	\$2,251	\$0	\$0	\$0	\$0
3	\$1,656	\$456	\$456	\$234	\$234
4	\$614	\$827	\$827	\$375	\$375

Figure 25 **Figure 25** presents the estimated *net* rate savings for various customer-segments in the County by CCE scenario. The rate savings benefit accrues foremost to the residential segment, followed by the Commercial segment. The Municipal segment has fairly constant rate savings regardless of scenario. In addition to the magnitude of overall net rate savings and local solar-related business opportunities, this segment distribution across customer segments influences part of the job impact response (amidst solar investments). Households spend money saved on electric bills on other consumer basket items, which would include a mix of goods and services; some local, some imported, which all rely on different jobs at different wages. Commercial or Industrial electric customers experience a savings as making their operations more cost competitive, which returns some positive (though not equal across all type of activities) market share growth (e.g., more sales which means more jobs and other inputs to their operations.) Municipal segment savings allow the state/local government entity to redirect dollars into other forms of public spending.

---

<sup>50</sup> *Net Rate Savings* are net of customer out-of-pocket for on-site solar additions. Under scenarios 3 and 4. For the County projects, 25 percent of the investment is paid by *Industrial* customers, 25 percent by *Commercial* customers, with the balance funded by outside investors. Small-solar projects in the surrounding counties are assumed to be funded by outside investors. Under scenarios 1 and 2 *net* is equal to gross rate savings.

**Figure 25. Cumulative net Rate Savings in Contra Costa County, Proposed CCE structures**

The opportunity for the small-solar investment episode (2018 through 2030), for scenarios 3 and 4, to generate “within region” job requirements is determined by how much of the investment dollars connect with (procure from) ‘within region’ construction labor and businesses that provide project components. The allocations of small-solar investment dollars into these two major types of purchases (with additional breakdown on non-labor expenditures) is done using the National Renewable Energy Laboratory (NREL) Jobs and Economic Development Impact (JEDI) small-solar PV JEDI model<sup>51</sup> (CA) allocation. As shown in Table 20 for scenarios 3 and 4, no less than 50 percent of the various budgets enlists local workforce, and firms that provide supplies or services. Manufacturing of solar panels is outside of the 5-county economy but within region wholesale distributors are assumed to bring “product local.”

<sup>51</sup> The Jobs and Economic Development Impact (JEDI) models are user-friendly screening tools that estimate the economic impacts of constructing and operating power plants, fuel production facilities, and other projects at the local (usually state) level. JEDI results are intended to be estimates, not precise predictions. See: [http://www.nrel.gov/analysis/jedi/about\\_jedi.html](http://www.nrel.gov/analysis/jedi/about_jedi.html)



**Table 20. Local Fulfillment of CCE Budgets (millions of nominal dollars)**

	CCA Admin	Solar Invest	Solar O&M	CCA Admin	Solar Invest	Solar O&M
	<b>Scenario 1</b>			<b>Scenario 3</b>		
<b>Budget</b>	\$316	<i>na</i>	<i>na</i>	\$316	\$456	\$233
<b>In-County</b>						
<i>locally procured</i>	\$189	<i>na</i>	<i>na</i>	\$189	\$234	\$146
<b>% capture local</b>	60%	<i>na</i>	<i>na</i>	60%	51%	63%
<b>Surrounding Counties</b>						
<i>locally procured</i>	<i>na</i>	<i>na</i>	<i>na</i>	<i>na</i>	\$234	\$146
<b>% capture local</b>	<i>na</i>	<i>na</i>	<i>na</i>	<i>na</i>	51%	63%
	<b>Scenario 2</b>			<b>Scenario 4</b>		
<b>Budget</b>	\$316	<i>na</i>	<i>na</i>	\$316	\$ 827	\$375
<b>In-County</b>						
<i>locally procured</i>	\$189	<i>na</i>	<i>na</i>	\$189	\$425	\$235
<b>% capture local</b>	60%	<i>na</i>	<i>na</i>	60%	51%	63%
<b>Surrounding Counties</b>						
<i>locally procured</i>	<i>na</i>	<i>na</i>	<i>na</i>	<i>na</i>	\$450	\$219
<b>% capture local</b>	<i>na</i>	<i>na</i>	<i>na</i>	<i>na</i>	51%	63%

### Resulting Impacts on Jobs

This section will present several views of the job impacts by scenario. As shown in Table 21, Scenario 1 yields the largest annual job impact for the County over the interval – the result of the maximum rate savings under the CCE program. Job impacts are not limited to the direct job requirements from a CCE but include jobs resulting from *multiplier effects* and *competitiveness effects*. Scenario 4 – with the smallest of *net* rate savings for the County’s electric customers poses the largest investment for small-solar across the 5-county economy. This more than compensates for the reduced role of the rate savings and thus Scenario 4 yields the greatest annual job gain for the 5-county economy, 941 jobs (compared to Scenario 1 with 731). As the amount of small-solar investment increases (with subsequent O&M spending to follow), the percent of job impact that occurs within the surrounding multi-county region increases (Scenario 4 has 44%). The county’s annual job increase under Scenario 4 however is moderated (by 160 jobs) when compared to Scenario 1. This is understood by (i) all CCE customers’ realizing smaller rate savings when the CCE attempts to invest in *local* solar, combined with (ii) commercial/industrial businesses in the County picking up 50 percent of the solar investment cost. Also, influencing the “surrounding county region” job impact is the fact that a neighboring economy (the County) is experiencing lower electric bills (regardless of the magnitude) and a solar installation “boom” – namely, economic stimulating events. This can create a positive bounce for the surrounding counties on some of the background business (supplier) transactions

as well as with working-age households who commute into the County (this point is illustrated in Figure 26) And when the surrounding region is host to its own solar installation boom, this will engage the Contra Costa County economy as well.

**Table 21. Average Annual Employment Impacts 2018 through 2038 (Jobs)**

Scenario	Contra Costa	Surrounding 4 Counties	All 5 counties	% in Region
1	681	50	731	7%
2	638	48	686	7%
3	654	268	922	29%
4	529	412	941	44%

For Scenario 4 (with the smallest *net* rate savings and the highest local solar-investment/O&M spend) a time-path of the resulting job impacts is shown in Figure 26. To be clear, the results are not depicting *cumulative* job impacts, simply a plot of each year's resulting impact. After 2030 no more solar installations occur in either region<sup>52</sup>. The surrounding region remains slightly buoyed with job impacts due to some continued O&M spending and feedback from the Contra Costa economy that is still benefitting now from *gross* rate savings (no more project expenses) and some O&M spending.

**Figure 26. Scenario 4 – Annual Job Impacts, 2018 to 2038**

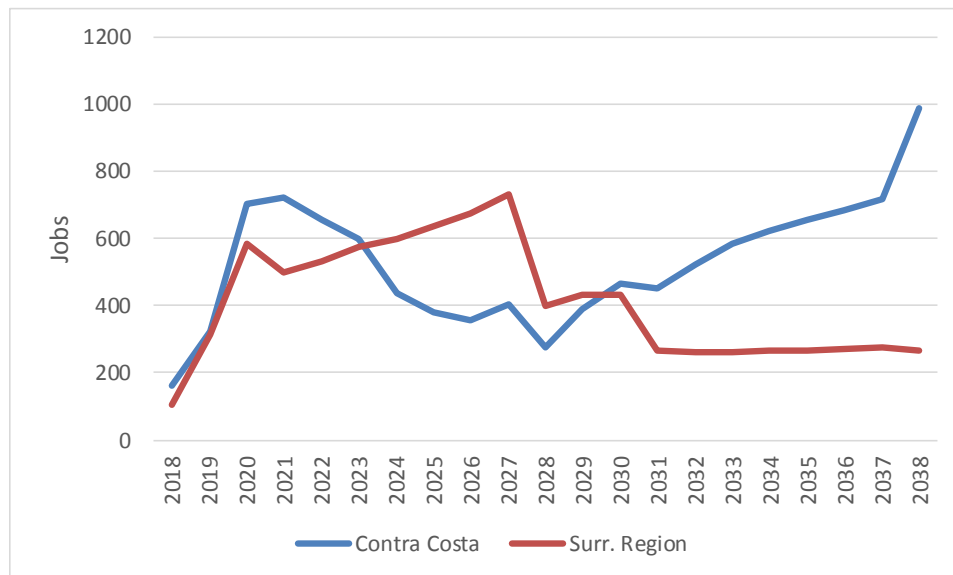


Figure 27 helps explain ‘the dip’ in the above *blue* series of positive job impacts (*for Contra Costa*) between 2024 and 2030. The estimated forecast of *net* rate savings follows such a trajectory (becoming *negative* between 2024 and 2028 when some customers bear a portion of

<sup>52</sup> This is because the targeted renewable penetration was met and not new generation is needed by the CCE. If the study looked further out, then replacement solar would be to have an effect and generate jobs.

the investment cost) and even the *local* capture on the solar investment comes off a local maximum in 2020 and a global maximum in 2027 (the latter occurs in the surrounding region as well).

**Figure 27. Scenario 4 – Contra Costa’s “Local” Benefit**

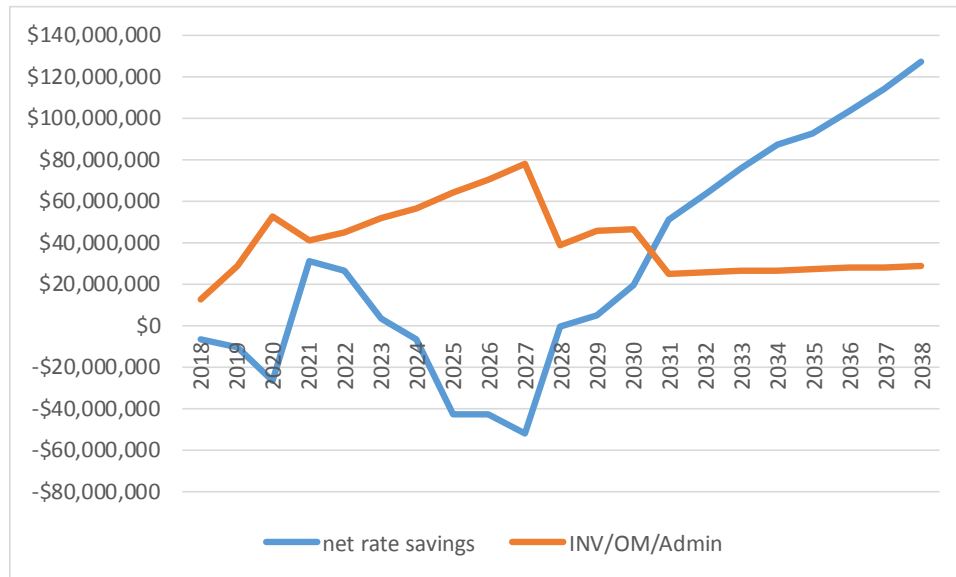
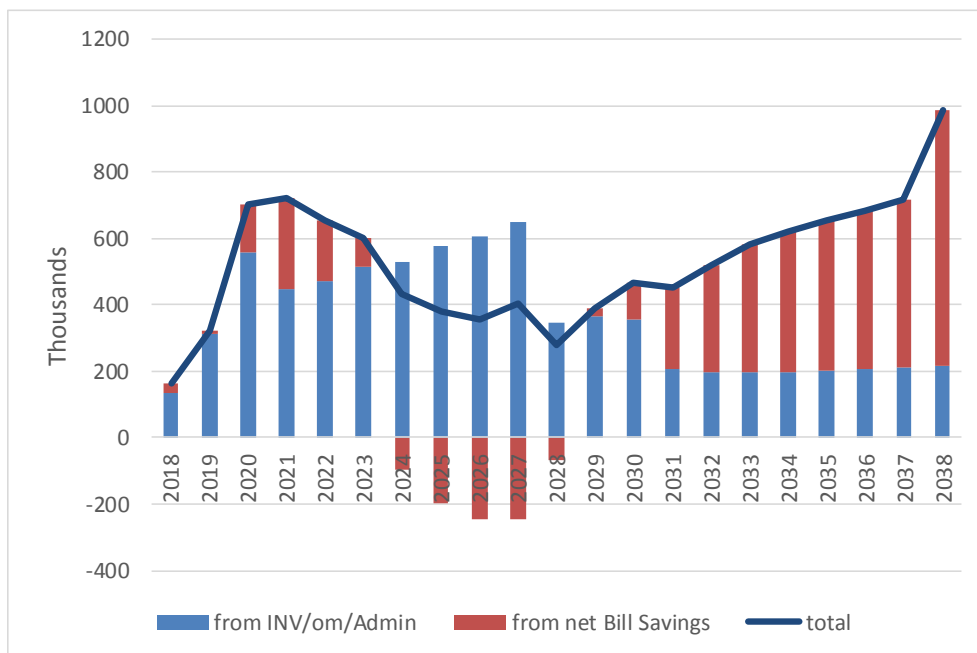


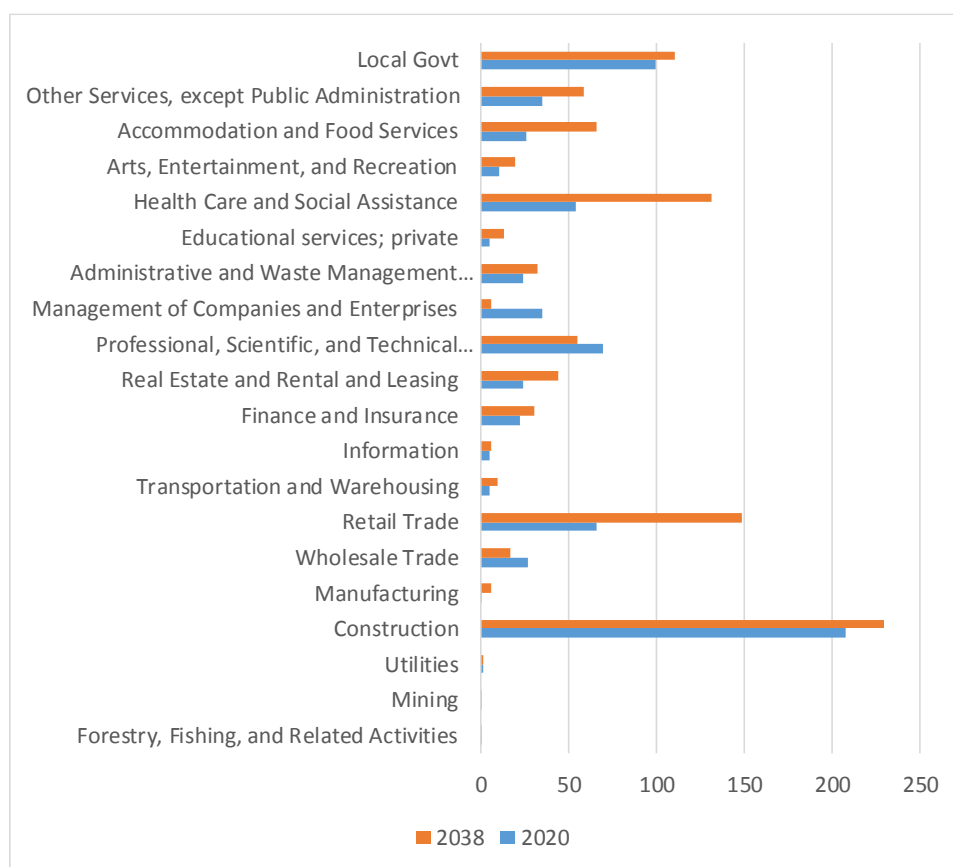
Figure 28 shows what contributes to Contra Costa’s job impact under Scenario 4. The dark blue line is the line from Figure 26. Through 2030 largest influence on the County’s *positive* job impacts is the stimulus of solar project investment. Afterwards it is the role of *net*\_Rate Savings exerted through the customers’ roles in the local economy that creates local jobs.

**Figure 28. Scenario 4 – Contra Costa Job Impact by Source**



A look at two points in the policy interval illustrates of the types of jobs that comprise the impact results. In 2020 there are 704 additional jobs (when solar investment is at a maximum with little of the *net rate savings* realized) and 2038, 989 additional jobs in the County (after the investment hang-over is past and only a small influence is exerted through O&M and administrative spending, and the County economy is still experiencing a ramp up of rate savings). Figure 29 shows a pattern and an amplitude for each of the *snapshot* years that is indicative of the major CCE influence on the County's industry base. In 2020 there was approximately \$26 million of *local benefit* for the County based on the scenario's structure (\$53 million was invest/O&M/admin spend, and -\$26 million of early stage *dis-benefit* via net rate savings). By 2038 the *local benefit* to the County was \$157 million (\$29 million as O&M/admin spend and \$128 million as gross rate savings). These amounts can be approximated looking back at Figure 27 and summing the height of the orange and blue points for 2020 and again for 2038.

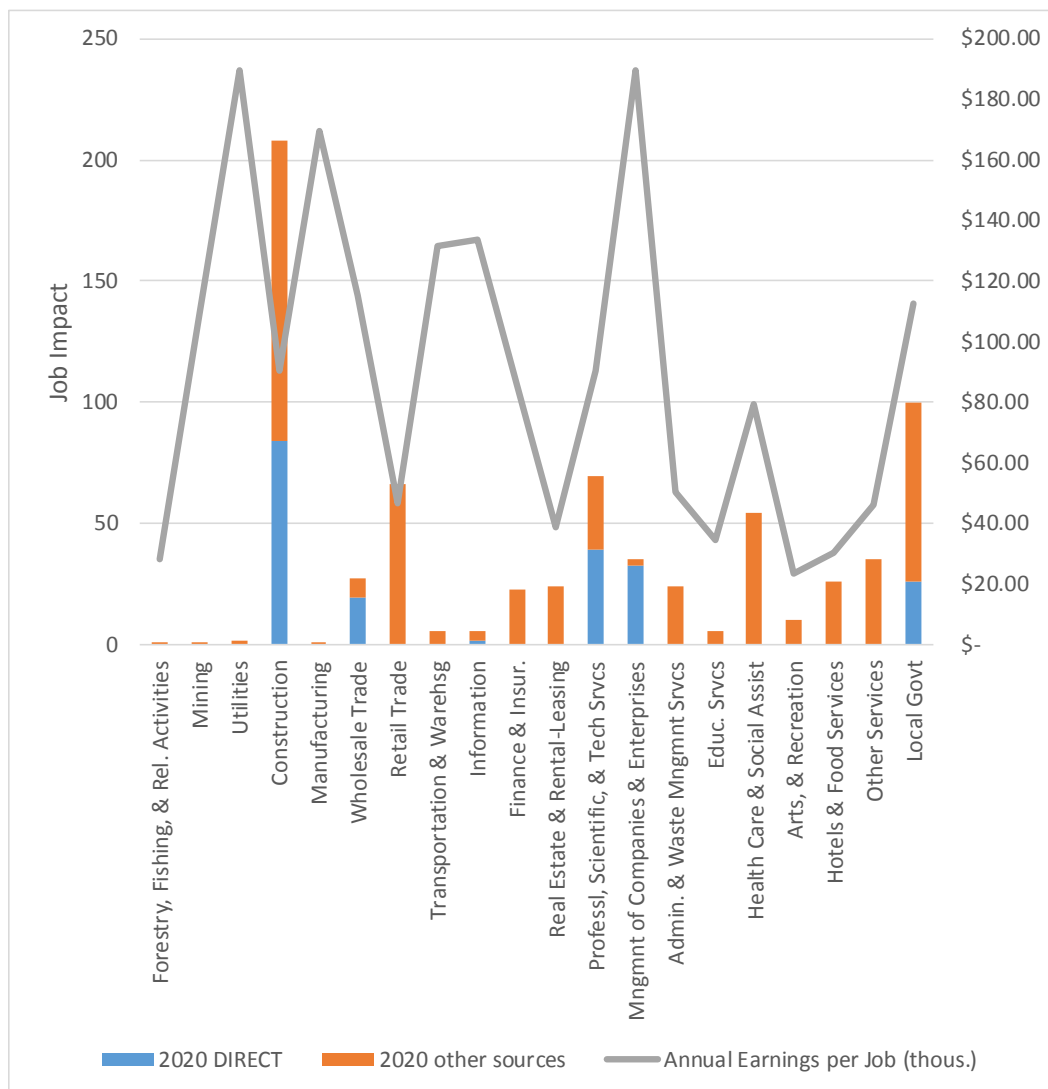
In 2020, county job additions are explained foremost by the predominant effect emanating from the CCE scenario – namely solar project investment and program administration (net rate savings are *negative* at this point as a result of C/I customers paying for part of the solar investment cost). So, jobs occur in *Construction*, in *State/Local Government*, in *Professional Technical Services*, and with *Wholesale suppliers*. Project developer overhead payments (part of the investment cost) is why job additions are showing for *Management of Companies and Enterprises*. But not all of the job additions in these sectors are directly related to solar installations. Some of these – as well as jobs gains in other non-investment sectors like health care, and food establishments, and retail- are the result of the initial labor income gains (construction paychecks) which drives added household spending (the *induced* stage of economic multiplier effects), and some are the result of increases in “within county” business-to-business transactions and elevated business needs from the adjacent region (the *indirect* stage of multiplier effects.)

**Figure 29. Scenario 4 - Jobs added Among Contra Costa Sectors, 2020 and 2038**

In 2038 (the orange series) the predominant ‘economy’ effect from the CCE is the *net* rate savings with a majority benefitting the *residential segment*. Households will redirect these savings into additional household spending (e.g. health care, retail, food establishments). But the municipal segment receives savings as well which drives additional public spending and requires some growth in staff in addition to the local government staff to administer the CCE (an average of 23 *administrative* staff). Commercial and industrial sectors also experience some job increases as their bill savings improve their bottom lines and grow their respective market shares for business. The pronounced gain in local government jobs is more than the (averaged) 23 staff mentioned above. By 2038 the County will have retained a significant number of its working-age residents that would otherwise out-migrated (under the business-as-usual case) due to a combination of *relative* employment opportunities and inflation adjusted wages. The CCE activity creates job opportunity, mitigates in-county inflation (vis a vis bill savings) so there is real wage appreciation, and helps stem the tide of out-migration of key working-age cohorts. This further bolsters the positive population growth the County was forecast to have (under the BAU case), and local government spending (and staffing) increase on a *per capita* basis. In addition, the S/L government activity increases as the productive capacity of the County grows (in terms of dollars of gross regional product). The *Construction* sector posts strong job increases but now it is more the response to growth in the County (due to CCE influences) and this sector is key during investment (for both residential and non-residential structures) responses to close the gap between actual and optimal capital requirements in a growing economy.

Figure 30 shows for 2020 which of the affected sectors’ job increases (a total of 704 added jobs) are due to direct involvement (blue bars) with some aspect of the CCE and which are the result of subsequent economic responses. The gray line series is read off the right-hand axis and indicates the annual pay quality (nominal and with benefits) of a job in a specific sector. The *Construction* jobs have annual earnings of \$90,000, the *Local Government* positions approximately \$112,000, *Wholesale trade* \$115,000, *Retail trade* \$46,000, *Professional Technical Services* \$90,000 and *Management of Enterprises* (solar developer overhead) \$189,000.

**Figure 30. Scenario 4 – Contra Costa Job Creation by Sector, Impact Stage & Pay-scale, 2020**



## Allocation of Earned Income Gains

A majority but not all jobs added in Contra Costa County will be held by the County's working-age resident households. The same is true for jobs added in the 4-county surrounding region. Which means the household spending effects from the take-home pay on the above impacted jobs occur where the worker *resides*. The above job impacts are measured by *place-of-work*. The commuter from another county registers the induced effects of their earned income on a *place-of-residence* basis.

Again, we focus on Scenario 4 in the year 2020 (year of maximum investment activity that is split 50:50 across both regions). Before we even allocate the impacts across the County boundary, it is helpful to reveal the broad commuting propensity (this is not industry-specific but rather across all activities within an economy) for these two interconnected regions. These relationships are captured in county data on personal (earned) income flows and the journey-to-work data – both federally collected. Table 22 shows the extent of *linkage* on earned income generated in one region and where its workers reside.

**Table 22. Earnings-Commuter Reliance between Contra Costa County and the Surrounding region**

		Earnings Place-of-Work	
		Contra Costa	Surrounding region
Worker resides	Contra Costa	79%	8.5%
	Surrounding Counties	15%	73%
	Elsewhere	6%	18%
		<b>100%</b>	<b>100%</b>

Based on each of the model region's reliance on jobs situated beyond their border there will be "earned income" imported for both Contra Costa and the Surrounding region since both economies experience job increases under the CCE activity. For workplace earnings generated in Contra Costa County, 15 percent is earned by residents of the surrounding counties (we ignore the *elsewhere* since it is not part of our macroeconomic consideration). Likewise, of workplace earnings generated in the surrounding counties region, 8.5 percent is by commuters from Contra Costa County. Table 23 shows for 2020 the extent of extra jobs and earnings that will be held by a worker who resides in the other region. Of the 704 jobs added in Contra Costa County in 2020, 83 of these jobs (and \$7 million of earnings) belong to commuters from the adjacent region. Of the 584 jobs added in the surrounding region in 2020, 41 of these jobs (and \$4 million of earnings) belong to commuters from Contra Costa County.

**Table 23. Scenario 4 - Earnings Impact by Place-of-Residence, 2020<sup>53</sup>**

Scenario 4, Year 2020	Place-of-Work	
	Contra Costa County	Surrounding region
<b>Job impact</b>	704	584
<b>Earnings impact</b>	\$48 million	\$42 million
<b>Earnings per Job</b>	\$86,290	\$87,560
<b>% Commuter earnings (Surrounding counties)</b>	15%	na
<b>% Commuter earnings (Contra Costa)</b>	na	8.5%
<b>Impact Commuter earnings for Surrounding counties</b>	\$7 million	na
<b>Impact Commuter earnings for Contra Costa</b>	na	\$4 million
<b>Equiv. # of Surrounding County Commuters</b>	83	na
<b>Equiv. # of Contra Costa Commuters</b>	na	41

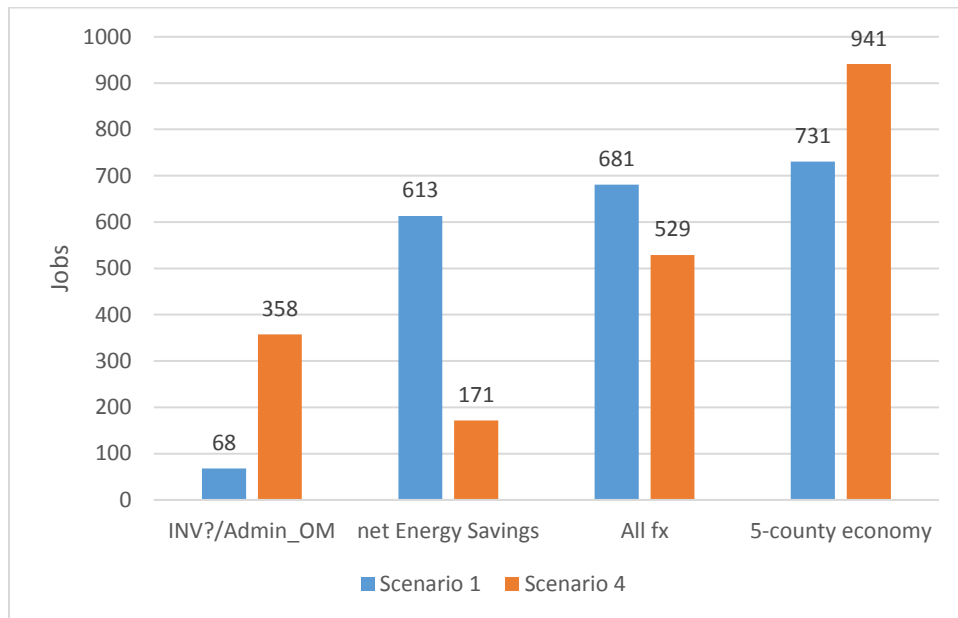
Last, a high-level decomposition of the job impact result in the County is shown in Figure 30 for the scenario 1 (the highest customer savings, no investment in local solar capacity) and scenario 4. Under Scenario 1 the County realizes most job creation through the effects of rate savings on the County's economy. This response is 3.5-fold of what Scenario 4 would show as a job impact from rate savings. Yet Scenario 4 exhibits a more than 5-fold job creation impact from the combined *investment/O&M/administration* effects. Including job creation impacts in the adjacent region of the 4-surrounding counties, scenario 4 produces over 200 more jobs (average annual) than Scenario 1. This is predominantly explained by the surrounding region being the location for 50 percent of the small-solar investment that the CCE might choose to fund.

---

<sup>53</sup> Earnings per Job are weighted estimates.



**Figure 30. Average Annual Job Impact in Contra Costa County by Source**



## Chapter 6: Other Risks

Aside from the risks identified above, the CCE or the political jurisdictions that are part of the CCE could be at risk for several other reasons. This section addresses some of those risks, which are summarized in Table 24.<sup>54</sup>

**Table 24. Summary of CCE Risks**

Risk	Magnitude	Mitigation
<b>Financial Risks to CCE Members</b>	Low	Keep CCE JPA's financial obligations separate from jurisdiction's/
<b>Procurement-Related Risks (i.e., can't meet rate or GHG targets)</b>	Medium-low	Enter into balanced portfolio of power contracts
<b>Legislative and Regulatory Risks</b>	High	Monitor and advocate at legislature and CPUC
<b>PCIA Uncertainty</b>	High	Establish rate-stabilization fund to account for volatile PCIA
<b>PCIA Policy Uncertainty</b>	High	Monitor and advocate at legislature and CPUC
<b>Availability/price of low-carbon resources</b>	Medium	Enter into balanced portfolio of power contracts
<b>Bonding Risk</b>	Low	Monitor and advocate at CPUC

### Financial Risks to CCE Members

A CCE is effectively an association of various political subdivisions. The formation documents for the CCE define the rights and responsibilities of each member of the CCE. Given the large number of political subdivisions that might participate in a Contra Costa County CCE, MRW assumes that the Contra Costa County CCE would be formed under a Joint Powers Authority, in much the same way as MCE Clean Energy and Sonoma Clean Power.

The CCE will ultimately take on various financial obligations. These include obtaining start-up financing, establishing lines of credit, and entering into contracts with suppliers. Because a CCE will take on such financial obligations, it is likely very important to the prospective member political subdivisions that the financial obligations of the CCE cannot be assigned to the members.

---

<sup>54</sup> Note that this section does not provide legal opinion regarding specific risks, especially those related to the formation or the structure of the Joint Powers Authority under which MRW assumes the CCE will be established.

As a result, it is critical that the Joint Powers Authority and any other structuring documents are carefully drafted to ensure that the member agencies are not jointly obligated on behalf of the CCE (unless a member agency chooses to bear such obligations). The CCE should obtain competent legal assistance when developing the formation documents.<sup>55</sup>

## Procurement-Related Risks

Because a CCE is responsible for procurement of supply for its customers, the CCE must develop a portfolio of supply that meets the resource preferences of its customers (e.g., ratio of renewable versus non-renewable supply) while controlling risks (e.g., ratio of short-term versus long-term purchase agreements) and meeting regulatory mandates (e.g., resource adequacy and RPS requirements). Thus, it is tempting to assume that customers would prefer a fully hedged supply portfolio. However, such insurance comes at a cost and a CCE must be mindful of the potential competition from PG&E. Thus, the CCE's portfolio must be both flexible while meeting the needs of its customers.

The CCE will likely need to negotiate a flexible supply arrangement with its initial set of suppliers. Such an arrangement is important since the CCE's loads are highly uncertain during CCE ramp-up. Without such an arrangement, the CCE faces the risk of either under- or over-procuring renewable or non-renewable supplies. Excessive mismatches between supply and demand of these different products would expose the CCE's customers to major purchases or sales in the spot markets. These spot purchases could have a major impact on the CCE's financials.

The CCE will by necessity have to procure a certain amount of short-term supplies. These short-term supplies bring with them price volatility for that element of the supply portfolio. While this volatility is not unexpected, the CCE must be mindful that such volatility could increase the need for reserve funds to help buffer rate volatility for the CCE's customers. Funding such reserve funds could be challenging in this time of low gas prices (resulting in high PCIA charges).

The CCE will be entering the renewable market at an interesting time. While all LSEs must meet the expanded RPS targets by 2030, at least the IOUs are currently over-procured relative to their 2020 RPS targets. Whether the IOUs will attempt to sell off some of their near-term renewable supplies is unknown. However, if the IOUs believe that this is a good time to acquire additional renewables, the CCE could face stiff competition for renewable supplies, meaning that the green portfolio costs for the CCE might be higher than expected.

Finally, it should be noted that as greater levels of renewables are developed to meet the State's very aggressive RPS goals, it is possible that the traditional peak period will change. Adding significant amounts of solar could depress prices during the middle of the day. This could result in the need to try to sell power to out-of-state market participants during the middle of the day, possibly even at a loss. It could also result in the curtailment of renewable resources (even

---

<sup>55</sup> Cities such as El Cerrito and Benicia have conducted legal analyses when they were considering joining MCE, which should also be consulted.

resources owned or controlled by the CCE). This could force the CCE to acquire greater levels of renewable supplies, thereby increasing costs.

## **Legislative and Regulatory Risks**

As noted above, the CCE must meet various procurement requirements established by the state and implemented by the CPUC or other agencies. These include procuring sufficient resource adequacy capacity of the proper type and meeting RPS requirements that are evolving.<sup>56</sup> Additional rules and requirements might be established. These could affect the bottom line of the CCE.

## **PCIA Uncertainty**

Assembly Bill 117, which established the CCE program in California, included a provision that states that customers that remain with the utility should be “indifferent” to the departure of customers from utility service to CCE service. This has been broadly interpreted by the CPUC to mean that the departure of customers to CCE service cannot cause the rates of the remaining utility “bundled” customers to go up. To maintain bundled customer rates, the CPUC has instituted an exit fee, known as the “Power Charge Indifference Adjustment” or “PCIA” that is charged to all CCE customers. The PCIA is intended to ensure that generation costs incurred by PG&E before a customer transitions to CCE service are not shifted to remaining PG&E bundled service customers.

Even though there is an explicit formula for calculating the PCIA, forecasting the PCIA is difficult, since many of the key inputs to the calculation are not publicly available, and the results are very sensitive to these key assumptions. For PG&E, the PCIA has varied widely; for example, at one time the PCIA was negative.

Current CCEs have chosen to have customers bear the financial risk associated with the level of exit fees they will pay to PG&E. Thus, for a customer taking CCE service to be economically better off (i.e., pay less for electricity), the sum of the CCE charges plus the PCIA must be lower than PG&E’s generation rate.

This risk can be mitigated in two ways. First, as discussed in more detail elsewhere, a rate stabilization fund can be created. Second, the CCE can actively monitor and vigorously participate in CPUC proceedings that impact cost recovery and the PCIA.

## **Impact of High CCE Penetration on the PCIA**

Currently, the PCIA calculation is based on the cost and value of a utility's portfolio, without regard to how much of that portfolio is to be paid for by bundled customers and how much by Direct Access (DA) and CCE customers. As such, the PCIA is not affected by the number of DA/CCE customers.

---

<sup>56</sup> Rules to establish RPS requirements under the new 50% RPS mandate are currently being debated at the CPUC.

Currently, for bundled customers the rate impacts associated with fluctuating PCIA's are relatively small, but this will change as the number of DA/CCE customers grows. At some point, bundled customers' rates may experience marked volatility as the impacts of the annual PCIA rate swings reverberate to bundled rates. This may be unacceptable to ratepayer advocates and the Commission.

The PCIA rate volatility in part reflects changes to the utilities' generation costs, which is appropriately reflected in bundled customers' rates. But, often to a large degree, it reflects changes to the market price benchmark, which should not be relevant to bundled customer rates. For example, for a utility with flat RPS costs, a reduction to the market price benchmark for renewable power would increase the RPS-related PCIA, which would reduce bundled rates, even though there was no change in RPS costs. This could also happen in the reverse direction, increasing bundled rates when there is no increase in underlying generation costs.

Once DA/CCE load gets large enough that there are real stranded contracts, we suspect that the Commission is going to look much more closely at the value of these stranded contracts (and how to get the most value for them).

### **Impact of High CCE Penetration on Low-Carbon (Hydro) Resources**

Virtually all the CCEs forming in California include carbon reduction as a goal. As the analysis has shown, CCEs will likely need to purchase both RPS-eligible power and other carbon-free power to meet their goals, namely large hydropower. This has been the approach used by MCE and Peninsula Clean Power, who both beat PG&E's GHG emissions rate through contracts for hydropower. This increased demand for carbon-free hydropower can change the "supply-demand" balance and in theory increase the cost of these resources. To address this risk, the Contra Costa County CCE should consider locking in longer-term contracts for non-RPS eligible resources early in the process so as to guarantee their availability in the longer term when there could be greater demand for them.

### **Bonding Risk**

Pursuant to CPUC Decision 05-12-041, a new CCE must include in its registration packet evidence of insurance or bond that will cover such costs as potential re-entry fees, specifically, the cost to PG&E if the CCE were to suddenly fail and be forced to return all its customers back to PG&E bundled service. Currently, a bond amount for CCEs is set at \$100,000.

This \$100,000 is an interim amount. In 2009, a Settlement was reached in CPUC Docket 03-10-003 between the three major California electric utilities (including PG&E), two potential CCEs (San Joaquin Valley Power Authority and the City of Victorville) and The Utility Reform Network (TURN) concerning how a bonding amount would be calculated. The settlement was vigorously opposed by MCE and San Francisco and never adopted.

Since then, the issue of CCE bond requirements has not been revisited by the CPUC. If it is, the bonding requirement will likely follow that set for Energy Service Providers (ESPs) serving direct access customers. This ESP bond amount covers PG&E's administrative cost to

reintegrate a failed ESP's customers back into bundled service, plus any positive difference between market-based costs for PG&E to serve the unexpected load and PG&E's retail generation rates. Since the ESP bonding requirement has been in place, retail rates have always exceeded wholesale market prices, and thus the ESP's bond requirement has been simply the equal to a modest administrative cost.

If the ESP bond protocol is adopted for CCEs, during normal conditions, the CCE Bond amount will not be a concern. However, during a wholesale market price spike, the bond amount could potentially increase to millions of dollars. But the high bond amount would likely be only short term, until more stable market conditions prevailed. Also, it is important to note that high power prices (that would cause a high bond requirement) would also depress PG&E's exit fee and would also raise PG&E rates, which would in turn likely provide the CCE sufficient headroom to handle the higher bonding requirement and keep its customers' overall costs competitive with what they would have paid had they remained with PG&E. As discussed above, JPA member entities would not be individually liable for any increase in the bond amount.

## Chapter 7: Comparative Analysis of CCE Options

Having the County and its cities form its own JPA and CCE Program is not the only possibility for CCE participation. First, the Counties and/or its cities may join Marin Clean Energy (MCE). In fact, 5 cities in the County—El Cerrito, Lafayette, Richmond, San Pablo, Walnut Creek—are already members of MCE. These cities joined in 2015 and 2016, and have full standing on MCE’s Board of Directors. Second, the County and/or its cities could possibly join the East Bay Community Energy (Alameda County) CCE. While this CCE has not formally been formed—the Alameda County Board of Supervisors and the respective city Councils are currently taking up the matter—the Alameda CCE Steering Committee is aiming to have the JPA board seating in January 2017, with delivery of power beginning in late 2017. Furthermore, the County and each city need not join one or other CCE *en masse*, but instead can join one or the other CCEs individually (or neither).

This chapter presents the benefits and drawbacks of joining either MCE or EBCE, forming a new CCE with the County and its cities (which has been the focus of most of the analysis in this report), or remaining with PG&E. This chapter considers the rate-competitiveness, GHG reduction, local economic development, local control and governance, cost risks, and CCE formation timing of each option. Some of the benefits may depend upon how much of the County chooses which path. Each community chooses for itself; thus, it is perfectly reasonable to have some join MCE, some join EBCE, and others remain on PG&E service. To the extent that it matters, this will be highlighted in the sections that follow.

Note that MRW & Associates are not attorneys, and that the MCE and EBCE JPA agreements are legal documents. Therefore, nothing herein should be interpreted as a legal opinion – only an informed lay-reading of the documents. MRW would strongly recommend that Contra Costa County and any city considering becoming a member of MCE or EBCE have its counsel conduct a thorough review of the respective JPA and related documents prior to committing to a CCE.

Table 25, below summarizes our results. While it is desirable to quantify some (or all) of the criteria, to do so would be an exercise in false precision. First and foremost, two of the potential CCE options are with entities which, while potentially viable, do not exist. Without power contracts, portfolios or procurement guidelines and policies, it would be unwise to claim that EBCE or a potential Contra Costa-only CCE would have rates or greenhouse gas emissions higher or lower than the other. Comparisons against MCE can be somewhat more reasonably asserted; however, its stated goals—greater renewable energy content, lower greenhouse gas emissions, local generation, and comparable rates—are nearly identical to those stated by EBCE, so as to make long-range rate and emissions distinctions immaterial. This is in contrast to PG&E, whose power portfolios, procurement plans and costs are readily available through various filings and applications it has made before the CPUC. Thus, the qualitative comparisons provided in the table do not provide sharp distinctions between the CCE options. All these options are expected to provide similar rates and GHG emissions, with differences arising from variations in the priorities and procurement decisions of the individual governance boards. What truly distinguish these options are primarily governance options (i.e., in-county only versus shared with other entities) and the amount of risk assumed (i.e., developing or signing on with a new CCE versus joining one with a record of satisfactory performance).

Each of the lines on the table are discussed in greater detail in the sections that follow.

**Table 25. Comparison of Contra Costa CCE Options**

Criterion	Form CCCo JPA	Join MCE	Join EBCE	Stay with PG&E
<b>Rates</b>	Likely lower	Likely Lower	Likely Lower	Base
<b>GHG Reduction Potential Over Forecast Period</b>	Some	Some	Some	Base
<b>Local Control/Governance</b>	Greatest	Some	Greater	None
<b>Local Economic Benefits</b>	Greatest	Some	Greater	Minimal
<b>Start Up Costs/Cost to Join</b>	Low, but greater risk <sup>57</sup>	None	Unknown, but likely to be none	None
<b>Level of Effort</b>	Greatest	Minimal	Greater	None
<b>Program Risks</b>	Greatest	Minimal	Some	Base
<b>Timing (earliest)</b>	Mid-Late-2018	Late-2017	Mid-2018	N/A

## Rates

In general, any of the three CCE options can result, in the long run, with rates that are at or slightly below those of PG&E. This is not to say that in some years PG&E's rates may be lower, or that one CCE would consistently have rates that are lower than the others. Rather, given that a CCE's rates are a function of its communities' values—amount of local renewable generation, promotion of energy efficiency or distributed generation, overall rate minimization—and that two of the three CCEs being compared do not yet exist, let alone have rate or procurement

<sup>57</sup> Start-up costs provided by the County or others are likely to be reimbursed by the JPA.



policies, MRW cannot assert that one CCE option will have lower rates than the other two. Both MCE and EBCE have commitments to higher-cost local renewable development, which suggest that they are willing to trade off somewhat lower rates for other benefits. A Contra Costa CCE that focuses more on rate reduction could in principle offer marginally lower rates than the other two.

## GHG Reduction

For climate action planning and reporting purposes, the amount of GHG reduction that can be attributed to a CCE formation is a function of the difference between the average GHG emissions from PG&E and that of the CCE. PG&E's power portfolio is already relatively "clean," with large fractions coming from not only qualifying renewables but also nuclear power (through 2024) and large hydroelectric generators. As Table 26 shows, 59% of PG&E's 2015 power came from GHG-Free resources. This number would be closer to 67% GHG-free but for the poor hydroelectric generation due to the ongoing drought.<sup>58</sup> Therefore, for any CCE to have a reduced average carbon footprint requires not only the same or greater amount of qualifying renewable generation, but additional sources of GHG-free generation.

**Table 26. PG&E and MCE Power Content (2015)**

	PG&E 2015	MCE 2015
<b>Eligible renewable</b>	30%	56%
<b>Large Hydro</b>	6%	12%
<b>Nuclear</b>	23%	0%
<b>GHG-Free subtotal</b>	<b>59%</b>	<b>68%</b>
<b>Unspecified/Market</b>	17%	25%
<b>Natural Gas</b>	25%	12%
<b>Fossil subtotal</b>	<b>41%</b>	<b>32%</b>

An approach taken by some of the currently operating Northern California CCEs is to (a) use more qualifying renewable generation than PG&E, and (b) contract with and use power from large hydroelectric resources. This is shown in MCE's power content mix, and to the extent possible, what was modeled here for Contra Costa County and for MRW's study of an Alameda County CCE.

Given that both MCE and EBCE have made GHG reductions a very high priority, one can reasonably assume that either will have some GHG-emissions benefit relative to PG&E, but there is no concrete rationale to assume that either MCE or EBCE will have a significantly-lower GHG emissions rate than the other.

---

<sup>58</sup> However given climate change, one can sensibly argue that the lower-than-historic-average hydroelectric output in California seen over the past few years may be more predictive than the historical average.

## **Local Economic Benefits**

As noted earlier in the report, the amount of local economic benefits is a function of rate reduction and local construction and CCE staffing. The number of local renewable energy projects will be a function of at least two factors. The first is any cost competitiveness advantage of renewable resources in the County; i.e., others will want to build renewable generation in the County because of cost advantages (including interconnection ease). Second, local generation development will be fostered by a preference for local generation by the CCE serving Contra Costa County. While all three CCE options have expressed a preference for “local” renewables, what the extent of “local” is will contribute to Contra Costa development. MRW would expect that a Contra Costa CCE would have the greatest interest in developing in-county renewables and thus could potentially have the greatest positive economic impact. Teaming with either of the other CCEs would dilute the interest. Given the particularly strong interest of the EBCE group in local renewables, the notion that “local” might encompass the whole “East Bay,” and the fact that Contra Costa cities might have greater say in the formation of generation polities with a new group like EBCE than a more established one like MCE all suggest that EBCE might be more responsive in developing in-county renewables than MCE.

Contra Costa County makes up but a small fraction of PG&E’s service area. While PG&E’s local community engagement is admirable, it cannot focus on the County in a way that a smaller CCE can. As such, any of the three CCE scenarios will likely result in greater local economic benefits than remaining with PG&E.

## **CCE Governance: Voting**

Per its current proposed JPA, EBCE would have a two-stage vote. Under most circumstances, each board member (each representing a single entity) would have one vote, regardless of his or her entity’s size. That is, both Oakland and Piedmont would have an equal vote. In the event of a non-unanimous affirmative vote, three cities can call for a weighted vote. In that case, each Representative Board Member’s vote would be weighted according to the size (in kilowatt-hours) of the entity being represented. These two voting shares are shown in Table 27.

**Table 27. EBCE Voting Shares, With and Without Contra Costa**

	Simple Voting		Load-Weighted Voting*	
	Alameda Only	Alameda + Contra Costa	Alameda Only	Alameda + Contra Costa
<b>Oakland</b>	7.1%	3.4%	24.8%	16.4%
<b>Fremont</b>	7.1%	3.4%	16.2%	10.7%
<b>Hayward</b>	7.1%	3.4%	10.1%	6.6%
<b>Berkeley</b>	7.1%	3.4%	8.5%	5.6%
<b>Pleasanton</b>	7.1%	3.4%	6.6%	4.3%
<b>San Leandro</b>	7.1%	3.4%	6.4%	4.2%
<b>Livermore</b>	7.1%	3.4%	6.2%	4.1%
<b>Unincorporated Ala.</b>	7.1%	3.4%	6.4%	4.2%
<b>Other Alameda Cities</b>	42.9%	20.7%	14.9%	9.9%
<b>Alameda Total</b>	<b>100.0%</b>	<b>48.3%</b>	<b>100.0%</b>	<b>66.0%</b>
<b>Unincorporated C.C.</b>		3.4%		8.4%
<b>Concord</b>		3.4%		4.8%
<b>Pittsburg</b>		3.4%		4.3%
<b>Antioch</b>		3.4%		3.4%
<b>San Ramon</b>		3.4%		3.0%
<b>Brentwood</b>		3.4%		2.0%
<b>Danville</b>		3.4%		1.6%
<b>Martinez</b>		3.4%		1.3%
<b>Pleasant Hill</b>		3.4%		1.3%
<b>Oakley</b>		3.4%		1.0%
<b>Orinda</b>		3.4%		0.9%
<b>Hercules</b>		3.4%		0.7%
<b>Pinole</b>		3.4%		0.6%
<b>Moraga</b>		3.4%		0.4%
<b>Clayton</b>		3.4%		0.3%
<b>Contra Costa Total</b>	<b>N/A</b>	<b>51.7%</b>	<b>N/A</b>	<b>34.0%</b>
<b>*Only in cases where called upon by 3 Board Members</b>				

As noted in Table 28 if EBCE consisted of Alameda County alone, the combination of the three largest entities (Oakland, Fremont, and Hayward) could carry the weighted vote. If all of Contra Costa county joined EBCE, then it would take the six largest entities (Oakland, Fremont, and Hayward plus Berkeley, Concord and Unincorporated Contra Costa county) to carry the vote.

**Table 28. EBCE Minimum Cities Needed to Carry Weighted Vote**

<b>Alameda Only</b>	<b>3 cities (Oakland, Fremont Hayward)</b>
<b>Alameda + Contra Costa</b>	<b>6 cities (Oakland, Fremont, Hayward, Unincorporated CC, Berkeley, Concord)</b>

MCE's voting structure differs from EBCE's in two important ways. First, each board member's vote is a weighted. Half of each board member's weighting is equal to his or her entity's share of MCE's total load. The other half is an equal share for each entity. Thus, if a community is one of 26 members representing 18% of MCE's load, the board member's vote would be 10.9% ( $18\% \times (1/2) + (1/26) \times (1/2) = 9\% + 1.9\% = 10.9\%$ ). Second, multiple entities have the option to be represented by a single board member. For example, Napa County and all the towns/cities within the County are represented by a single board member. While this may dilute the voting share of each entity represented by the single board member, it allows for less administrative burden on the represented entities and "streamlines communication and policy setting."

Table 29 shows what the voting shares might be if all the Contra Costa communities joined MCE and each claimed its own board member. Together, the Contra Costs communities would represent 47.4% of MCE's load and have a total 42.9% of the voting share.

**Table 29. MCE Voting Shares With Each Contra Costa Community Having Its Own Board Member**

VOTING SHARES	Load Share	Entity Share	Voting Share
<b>Antioch</b>	4.8%	2.6%	3.7%
<b>Brentwood</b>	2.7%	2.6%	2.6%
<b>Clayton</b>	0.4%	2.6%	1.5%
<b>Concord</b>	6.7%	2.6%	4.6%
<b>Danville</b>	2.3%	2.6%	2.4%
<b>Hercules</b>	1.0%	2.6%	1.8%
<b>Martinez</b>	1.8%	2.6%	2.2%
<b>Moraga</b>	0.6%	2.6%	1.6%
<b>Oakley</b>	1.5%	2.6%	2.0%
<b>Orinda</b>	1.3%	2.6%	1.9%
<b>Pinole</b>	0.8%	2.6%	1.7%
<b>Pittsburg</b>	5.9%	2.6%	4.3%
<b>Pleasant Hill</b>	1.8%	2.6%	2.2%
<b>San Ramon</b>	4.1%	2.6%	3.4%
<b>Unincorporated Contra Costa County</b>	11.7%	2.6%	7.1%
<b>TOTAL CONTRA COSTA COUNTY</b>	<b>47.4%</b>	<b>38.5%</b>	<b>42.9%</b>
<b>Rest of MCE</b>	<b>52.6%</b>	<b>61.5%</b>	<b>57.1%</b>

Table 30 shows what the voting and load shares might be if all or 1/3 of the Contra Costa communities joined MCE but opted to be represented by a single board member. In these cases, the entity share would be low—4%—while the load share would remain pro-rata, resulting in somewhat lower overall Contra Costa representation.

**Table 30. MCE Voting Shares With Contra Costa Communities Sharing a Single Board Member**

VOTING SHARES	Load Share	Entity Share	Voting Share
<b>All of Contra Costa represented by 1 Board Member</b>	47.4%	4%	25.7%
<b>Rest of MCE</b>	52.6%	96%	74.3%
<b>1/3 of Contra Costa load joins and is represented by 1 Board Member</b>	23.1%	4%	13.5%
<b>Rest of MCE</b>	76.9%	96%	86.5%

### CCE Governance: Other

The proposed EBCE JPA Agreement also calls for a formal Community Advisory Committee (Section 4.9). The relevant section states that the Committee:

“shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program ... with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision-making authority... The Board shall appoint members of the Community Advisory Committee from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions.”

The Chair of the Community Advisory Committee will serve as a non-voting *ex officio* member of the EBCE Board of Directors.

MCE has no analogous official community advisory committee originating from its JPA agreement. Nonetheless, there is a “Community Power Coalition” that provides input to MCE (*see*, <https://www.mcecleanenergy.org/community-power-coalition/>). The Coalition works “on a variety of issues ranging from local renewable energy project development – like MCE Solar One in Richmond – to outreach for MCE’s Spanish-speaking constituents, to environmental justice and consumer protection issues affecting MCE’s low-income customers.”

The recitals to EBCE’s JPA agreement lay out what can be described as its envisioned values. Besides offering competitive rates and lowering greenhouse gasses, this includes (Recitals, Section 6):

- Establishing an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
- Promoting an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
- Demonstrating quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);
- Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a “just transition” to the new clean energy economy;
- Delivering clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;
- Promoting personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
- Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and
- Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.

Contra Costa communities considering joining EBCE should consider these enunciated values prior to committing to membership.

### **Timing and Process to Join/Form**

The timing required to serve Contra Costa businesses and residents vary markedly among the CCE options. The quickest path the CCE service would be to join with MCE. Based on MCE’s currently Inclusion Period, Contra Costa County and its cities could begin MCE service as early as late 2017.

The first step for a community to join MCE is for its governing body or representative (e.g., city manager) to provide MCE a non-binding letter of interest. The entity’s governing body would then need to adopt a resolution requesting MCE membership; have a first reading of an ordinance to join MCE; execute a memorandum of understanding between the entity and MCE to address preliminary data and communication issues; and provide a signed request for PG&E to provide MCE its load data. These steps would need to occur during MCE’s “inclusion period” which currently runs from December 1, 2016 through May 31, 2017. Only communities in Contra Costa County are eligible to request MCE membership during this period.

MCE would then evaluate the impact of the new load on its system. If the net result of adding the new community is that MCE’s rates would increase, then that community’s membership

would be tabled until a future date. If the MCE analysis shows that adding the community is favorable, then the MCE Board would vote to accept (or not) the community into MCE. At that point, the local ordinance for MCE membership would receive a second reading and adoption. MCE would then modify its official Implementation Plan to reflect the new community, and submit the updated plan to the California Public Utility Commission. Once approved (none have been rejected), the phase-in of community into MCE can occur.

The timing and process to join EBCE is more speculative. While the Steering Committee has strongly suggested that Contra Costa County entities would be welcome to join in, so far, the EBCE efforts have been solely aimed at getting the CCE going in Alameda County.

The current (draft) JPA documents states in Section 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 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 a majority of all Directors of the entire Board satisfying the requirements described in Section 4.12, 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)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership fee, if any, and (e) satisfaction of any conditions established by the Board..

Thus, a Contra Costa Community would need to adopt a resolution requesting membership in the EBCE, the board of Directors of EBCE would have to vote to authorize the applying community's membership, followed by the applying entity passing an ordinance to join. The EBCE can charge the applying entity fee or subject it to other restrictions, although given the likely receptivity to new East Bay membership, it is doubtful that those fees or restrictions would be onerous.

Furthermore, given its intent to create a JPA—solely with Alameda County representation—in January, and the further intent to begin its first phase of service as soon as practicable, 3<sup>rd</sup> or 4<sup>th</sup> quarter 2017, it is unlikely that any Contra Costa County city would be enrolled into EBCE service prior to the middle of 2018. It is also possible that the EBCE JPA would want to get the program established with Alameda County members before integrating in members from another county. In this case, EBCE service to Contra Costa County and its cities might not occur until 2019 or 2020.

Implementing a Contra Costa County only CCE would likely have a time line similar to joining EBCE. If the County and its cities were committed to this path, it could potentially begin service as early as 2018. This is consistent with Peninsula Clean Energy, which went from putting out an RFP for a technical study to phase-1 implementation in 18 months (April 2, 2015 to October 1,

2016). A more measured timeline would suggest that a new Contra Costa CCE would spend much of 2017, planning and generating local support, with implementation beginning in late 2018 or 2019.

### **Costs to Join the CCE**

This section discusses direct, non-reimbursable costs to cities for joining either EBCE or MCE. So far, cities joining MCE have not had to pay for any of the costs incurred by MCE to plan for or integrate their load. They have often spent on the order of \$10,000 to \$15,000 for consultants to evaluate the risks to the city and its residents and businesses that could come from joining MCE.

As EBCE has not seated its board or set any bylaws, one cannot say if, or how much, EBCE would charge any Contra Costa cities to join. Given its Steering Committee's interest in including Contra Costa into its program, one can assume that it would be minimal or zero.

The start-up costs for a new Contra Costa CCE would be significant—Alameda County has committed \$3.4 million to its effort. However, consistent with other CCEs, these costs would be initially reimbursed to the County and funding cities by a loan taken out by the CCE's JPA, which would in turn be paid down via CCE rates over the initial few years. As such, the only "cost to join" a Contra Costa CCE felt by any individual city would be indirect at best (i.e., asked to backstop any CCE loads with the entities' credit).

### **Exiting the CCE**

MCE's JPA Section 7.0 lays out the process and ramifications of a MEC member withdrawing from the JPA. First, an entity may withdraw from the JPA within 30 days of its notification of joining the JPA, assuming that MCE has not entered into any wholesale power agreements to serve the entity. (Section 7.1.1.1) After MCE has entered into wholesale power agreements to serve the entity, the entity may withdraw from MCE, effective the beginning of the JPA's fiscal year by giving at least 6 months' written notice of its intent to withdraw. The withdrawing entity may be subject to "certain continuing liabilities" as laid out in Section 7.3:

**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.



Neither the precise calculation of the liabilities nor how it would be collected is specified.

The proposed EBCE JPA Agreement contains no language concerning a community's exit from EBCE or the JPA.

## **Remaining With PG&E**

Although this study suggests CCE program options would likely produce both environmental and economic benefits for the jurisdictions included in the study, continuing service with PG&E remains an option for not only a community but also for any individual or business whose community has selected CCE service (i.e., each individual account maintains its right to opt-out of CCE service). There are benefits of remaining with PG&E, even at a community level. First, remaining with PG&E takes no city action. Thus, a city's leadership and staff can concentrate their limited resources on matters that may be more pressing. Second, PG&E is regulated by the state via the California Public Utilities Commission (CPUC), which oversees its power procurement and approves its rates. While CCEs are partially regulated by the CPUC (e.g., ensuring that the CCE complies with any applicable laws), they are not subject to rate regulation. Some may see state oversight as a benefit, with an official "watchdog" overseeing power supply and procurement, while others might see the local CCE board accountability as a benefit. Third, PG&E is much larger than any of the CCE options that Contra Costa Communities might pursue, which (as discussed) might reduce community input and value but also provides some economies of scale. For example, one poor power contract entered might have significant rate or operational ramifications for a CCE. For PG&E, given its size, the impact of that same poor contract would be diluted. Lastly, simply because a Contra Costa community does not join a CCE in 2017 or 2018 does not necessarily preclude it from doing so in the future, although waiting may result in an "entry fee" or perhaps a high PCIA rate.

## **Summary**

The following lays out the principal benefits and risks of each of the options considered.

### **Potential Benefits of Forming Contra Costa CCE (relative to joining MCE or EBCE)**

- More local control (voting shares not diluted)
- Can form JPA and policies to fully reflect County interests and values
- Greatest potential for local economic development (due largely to more local control)
- Even if formed, individuals may still select PG&E as their power provider

### **Potential Risks/Downsides of Forming Contra Costa CCE (relative to joining MCE or EBCE)**

- Commitment of County and city resources to establish a new CCE agency
- Higher risks due lack of experience, fewer partners
- Would need to establish programs, contractors, credit, etc.
- Longest time line to begin enrolling customers

**Potential Benefits of joining MCE (relative to joining EBCE)**

- 5 other Contra Costa County communities have already joined
- Established, successful program with credit capacity and programs in place
- Likely easier transition/implementation
- Likely will be able to enroll customers sooner than EBCE

**Potential Risks/Downsides of joining MCE (relative to joining EBCE)**

- May have less Board representation (if all of Contra Costa County and its jurisdictions are represented by a shared seat)
- May be less of a “fit” compared to East Bay identification and sensibilities (or, for some cities, this may be a benefit)
- Programs are already in place; less/minimal input into their formation
- joining a large Board serving a very diverse customer base and geography

**Potential Benefits of joining EBCE (relative to joining MCE)**

- Coming in closer to the “ground floor” — opportunity to influence policy direction and program development
- May be more mission or cultural alignment (East Bay vs. Marin) (or perhaps for some communities, not)
- Board will more likely be one seat per member jurisdiction (not a shared seat)
- Weighted voting process is a little clearer
- EBCE working on a local development business plan with emphasis on local power production in the East Bay

**Potential Risks/Downsides of joining EBCE (relative to joining MCE)**

- Likely to take longer to enroll County communities
- Path to joining is not clear
- May be a small fish among some very large fishes (Oakland, Hayward)
- Union focused policies may be difficult for some

**Potential Benefits of Remaining with PG&E (relative to joining or forming a CCE)**

- Experienced provider
- State regulatory protection
- Continuity- same firm provides all services
- No action needed by City/County—status quo
- May be able to join a CCE at a later date (but perhaps at some cost)

**Potential Risks/Downsides Benefits of Remaining with PG&E (relative to joining or forming a CCE)**

- Higher GHG emissions
- Less local renewable generation
- Higher electricity rates than CCE rates under most scenarios
- Less local control
- Less local input into policies and offerings
- Less local economic development
- Individuals can remain on bundled PG&E service even though their community is a CCE member.

## Chapter 8: Other Issues Investigated

### Synergies on the Northern Waterfront

Contra Costa County has an ongoing initiative to economically develop its Northern Waterfront. The Northern Waterfront stretches from the City of Hercules at San Pablo Bay, along the southern shore of the Carquinez Straight and Suisun Bay, and out to the San Joaquin Delta region of Oakley. The County's Northern Waterfront Economic Development Initiative is a regional cluster-based economic development strategy with a goal of creating 18,000 new jobs by 2035. The Initiative leverages existing competitive advantages and assets by focusing on advanced manufacturing sub-sectors in five targeted clusters (advanced transportation fuels, bio-tech/bio medical, diverse manufacturing, food processing, and clean tech).

To assess the potential positive impacts a CCE might have on this Area, the study looked at the Northern Waterfront to assess local generation potential within the area. Of the potential 3,350 MW of solar resources in the County, approximately 40% lies within the Northern Waterfront. As shown in Table 31, there are over 700 potential solar sites in the Area, which could theoretically generate over 2,000 GWhs. Of these sites, over 800 MW have the highest potential ranking, meaning that they are the most appropriate for actual development. In fact, all the local solar capacity specified in Scenarios 3 or 4 could be met at sites in the Northern Waterfront alone.

**Table 31 Solar Potential in the Northern Waterfront**

Location	Solar Sites	PV Potential (MW)	PV Production (GWh)	Build Cost (\$ Thousands)
Antioch	189	327	524	\$747,130
Concord	108	191	306	\$442,015
Crockett	21	58	93	\$125,187
Hercules	52	90	144	\$200,512
Martinez	139	300	480	\$629,130
Oakley	43	76	121	\$178,390
Pinole	17	24	39	\$57,208
Pittsburg	153	298	477	\$679,851
Rodeo	14	35	57	\$85,875
<b>Grand Total</b>	<b>736</b>	<b>1,400</b>	<b>2,241</b>	<b>\$3,145,298</b>

How much solar could actually be sited in the Northern Waterfront would depend upon (a) the degree to which there is competition for sites for perhaps higher-value projects (b) the CCE's policies toward fostering local projects.

In addition to this renewable potential, the Northern Waterfront also hosts six major power plants (Table 32). In addition to these, the refineries in the area also generate much of their own power. A Contra Costa CCE could contract with one or more of these facilities to provide the CCE’s Resource Adequacy Requirements or a portion of its energy needs. Alone, a Contra Costa CCE would not be able to use all—or even most—of the power produced by any of these or other major power plant of this magnitude (e.g., the cancelled Oakley power plant).

**Table 32. Natural Gas Power Plants in the Northern Waterfront**

Plant	Location	Capacity (MW)	Year in Service	Owner	Type
<b>Crockett Cogen</b>	Crocket	275	1995		Steam-Cogen
<b>Los Medanos</b>	Pittsburg	555	2001	Calpine	Combined cycle -Cogen
<b>Delta Energy Facility</b>	Pittsburg	887	2002	Calpine	Combined cycle
<b>Gateway</b>	Antioch	530	2009	PG&E	Combined cycle
<b>March Landing</b>	Antioch	760	2013	Mirant	combined cycle
<b>Pittsburg</b>	Pittsburg	1,029	1970s	NRG	Steam, combined cycle

### “Minimum” CCE Size?

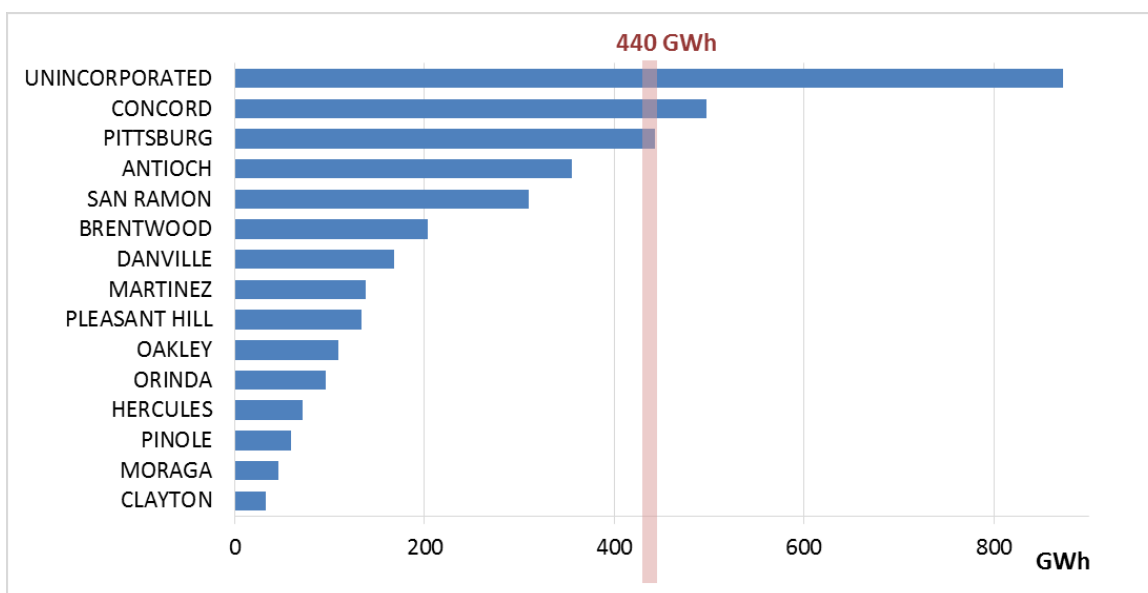
MRW’s analysis above assumed that all eligible Contra Costa County cities join the Contra Costa County CCE program with a participation rate of 85% from each city, resulting in an anticipated CCE load of about 3.6 million MWh per year.<sup>59</sup> If fewer customers join, CCE rates will generally be higher because about \$7 million of annual CCE costs are invariant to the amount of CCE load. Along with the number of customers, the customer make-up is also important. For example, a higher share of residential customers would improve the competitiveness of the CCE, while a higher share of commercial customers or industrial customers would weaken the competitiveness of the CCE. Since cities vary in their distribution of customers by rate class, a city opting out of the CCE could affect the competitiveness of the CCE due to both the reduction in CCE load and the shift in customer make-up.

To identify the “minimum” load needed for CCE customer rates to be no higher than PG&E customer rates, we will analyze only the period between 2018 and 2030. The “minimum” load for this period is approximately 440,000 MWh per year, assuming the average customer portfolio for Contra Costa County and Supply Scenario 1. This value was estimated by assuming that the fixed costs remained the same (i.e., did not scale with sales) and then lowering the sales until the hypothetical reduced CCE’s rates were equal to PG&E’s. As shown in [Figure 31](#), this is roughly the load from the big cities (Concord and Pittsburg) and is much smaller than the load from the unincorporated area. As long as two medium-sized cities or one larger city joins the CCE, this “minimum” load will be met. It is not a true minimum, however, because the true minimum depends on the make-up of the customer portfolio; for example, for the stand-alone city of

<sup>59</sup> In the alternate supply scenarios, the “minimum” annual load assuming the average customer portfolio for Contra Costa County and the base case is 550,000 MWh (Scenario 2).

Pittsburg<sup>60</sup>, due to its load with more industrial proportion, the CCE program wouldn't be cost-competitive.

**Figure 31. Potential load (85% participation) per city**



### Individuals and Communities Self-Selecting 100% Renewables

The existing CCEs all offer customers an option to choose to receive 100% of their power from renewable resources in exchange for a rate premium. However, each CCE's program is different. MCE Clean Energy has offered its "Deep Green" at a rate premium of 1¢/kWh since its inception. Sonoma Clean Power offers its "Evergreen" option at approximately the same price as PG&E's "Solar Choice" rate. Lancaster Choice Energy offers its Smart Choice as a fixed monthly premium rather than a variable rate. In all cases, only a very modest number of CCE customers—on the order of a few percent—have selected the 100% green rate option.

**Table 33. CCE 100% Green Rate Premiums**

CCE	Rate Option	Increment Above Default Rate
Marin Clean Energy	Deep Green	1¢/kWh
Sonoma Clean Power	EverGreen	3.5¢/kWh
Lancaster Choice Energy	Smart Choice	\$10/month
Peninsula Clean Energy	ECO100	1¢/kWh
Potential Contra Costa Co. CCE	TBD	~1.5¢/kWh

<sup>60</sup> See Figure 2. Pittsburg is the only city with this highly industrial profile.

Any full renewable pricing option offered by the Contra Costa County CCE would have to be set by the CCE's management. The value shown in Table 33, ~1.5¢/kWh, is the average incremental cost of green power used in the CCE supply assessment (Scenario 2) over the study period. (Initially, it would have to be ~1.9¢/kWh.) The number of customers selecting the rate would not impact the economics of the CCE customer who remain on the standard rate.

- Separate CCE opt-out notifications would be needed. A key feature of the opt-out notification is the price comparisons against PG&E. As the default rate would be different for these communities, a different notice would have to be sent. This would simply increase the start-up cost for the CCE, the increment could be paid for by the city electing a different default rate.
- Having a higher default rate might increase the number of opt-outs in the community.
- PG&E's billing system would have to be able to handle city- or zip code-specific default options. That is, as new residential or businesses move to a self-selected green community, the billing system would need to know to default them on a different rate schedule than a customer in a different CCE community. This may or may not be an issue.

## Competition with a PG&E Solar Choice Program

PG&E has been offering a solar choice program known as Green Tariff Shared Renewable Program since February 2015.<sup>61</sup> The program was established under Senate Bill 43, and pursuant to Decision 15-01-051 from the CPUC, to extend access to renewable energy to ratepayers that are currently unable to install onsite generation.<sup>62</sup> It offers homes and businesses the option to purchase 50% or 100% of their energy use from solar resources. The program provides those with homes or apartments or businesses that cannot support rooftop solar the opportunity to meet their electricity requirements through renewable energy and support the growth of renewable energy resources.

PG&E's current Solar Choice program costs residential customers an additional 3.58¢/kWh. Given that MRW projects that the CCE can offer 100% green power at ~1.5¢/kWh over its own Scenario 1 or Scenario 2 rate (which is projected to be less than PG&E's), we do not believe PG&E's Community Solar Program will be price competitive with similar CCE product options.

The program is open for enrollment until subscriptions reach 272 MW or January 1, 2019, whichever comes first.<sup>63</sup> While this does limit the ability for PG&E to provide a 100% renewable

---

<sup>61</sup> PG&E website

[http://www.pge.com/en/b2b/energysupply/wholesaleelectricssuppliersolicitation/RFO/CommunitySolarChoice.page?WT.mc\\_id=Vanity\\_communitysolarchoice](http://www.pge.com/en/b2b/energysupply/wholesaleelectricssuppliersolicitation/RFO/CommunitySolarChoice.page?WT.mc_id=Vanity_communitysolarchoice) . Accessed 5/16/2016

<sup>62</sup> California Public Utilities Commission, Decision 15-01-051, p.3

<sup>63</sup> Solar Choice Program FAQs website,

<https://www.pge.com/en/myhome/saveenergymoney/solar/choice/faq/index.page> Accessed, 5/16/2016

option in the long-run, at the start of the CCE this program it provides an opportunity for customers who desire 100% renewable power to remain with PG&E.

### Differences Between the Analyses for Contra Costa and Alameda Counties

In the first half of 2016, MRW prepared a similar CCE analysis for Alameda County.<sup>64</sup> Although the fundamental approach and results of study and this one are the same, there are several differing assumptions resulting in differing results. If we compare the results of the present study with the results obtained in the Alameda CCE study, we observe that the savings for CCE customers are very similar in both studies, though PG&E rates and CCE rates are both approximately 1¢/kWh higher in the current study than in the prior study (**Table 34**).

**Table 34. Average prices for 2018-2030 Scenario 1 for Contra Costa and Alameda County CCE programs**

Average Period 2018-2030	Contra Costa County	Alameda County
Price natural gas (\$/MMBtu)	5.70	4.90
Wholesale (\$/MWh)	51.30	44.80
PG&E Capacity (\$/MWh)	74	39
CCE Capacity (\$/MWh)	52	39
Wind (\$/MWh)	56	57
Solar Distant (\$/MWh)	51	51
Solar Local (\$/MWh)	70	74
% Local Solar by 2030	25%	10%
PG&E rate (¢/kWh)	11.7	10.4
PCIA rate (¢/kWh)	1.4	1.4
CCE rate (¢/kWh)	9.4	8.3
Difference CCE-PGE (¢/kWh)	2.3	2.1

The results of the present study for Contra Costa County differ from the prior results for Alameda County because we updated our forecast to reflect new PG&E rate fillings and other public forecasts. The main changes between the models are as follows:

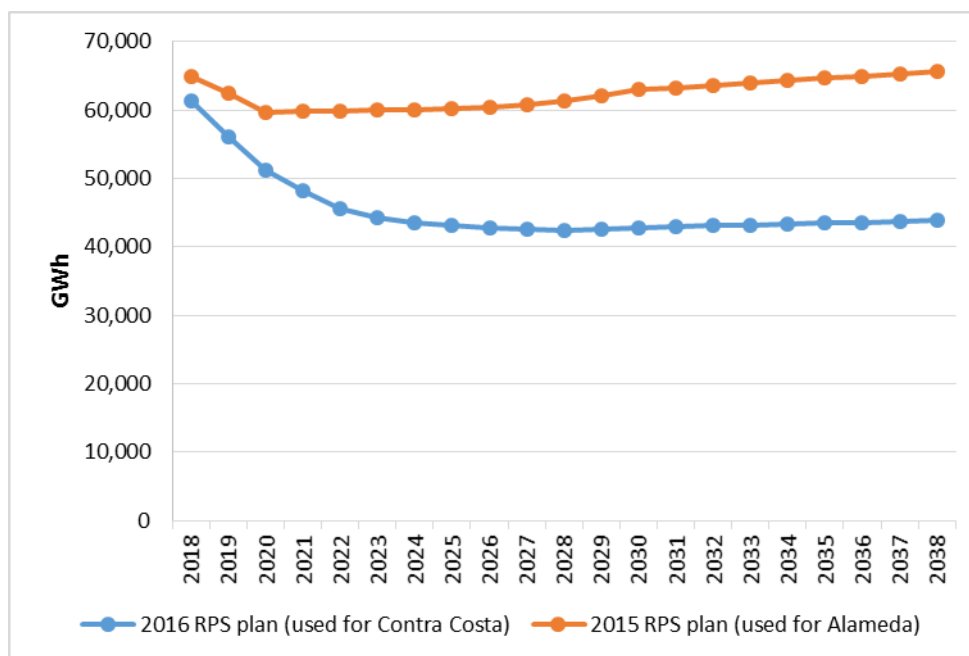
- **Bundled Load Forecast:** As a result of increased interest in CCE, PG&E's most recent bundled load forecasts are 3% below the previously available forecasts for 2017 and an average of 25% below the previously available forecasts over the 2018-2030 period (see

<sup>64</sup> The final version of the Alameda CCE technical study was published on July 1, 2016. <https://www.acgov.org/cda/planning/cca/documents/Feas-TechAnalysisDRAFT5312016.pdf>



Figure 32).<sup>65</sup> Less load reduces PG&E's procurement costs, increases the share of fixed costs paid by remaining bundled customers, and increases the revenue provided to bundled customers from CCE exit fees. These effects mostly offset each other, resulting in little net change to bundled rates.<sup>66</sup>

**Figure 32: Bundled Load Forecasts used in the Alameda and Contra Costa County Analyses**



- **Natural gas prices:** Projections for natural gas prices are about \$0.80/MMBtu higher than they were in the spring when the Alameda County report was developed. The higher natural gas prices increase wholesale market prices by \$7/MWh (14%).
- **Diablo Canyon Retirement application:** In July 2016, PG&E, together with other entities, submitted a proposal to retire the two units of Diablo Canyon when their licenses expire in November 2024 and August 2025. Per the proposal, PG&E would replace Diablo Canyon production with energy efficiency and greenhouse gas-free generation resources. These resources would include the following: (1) 2,000 GWh of load reduction from additional energy efficiency to be installed by January 2025, (2) 2,000 GWh of load reduction or generation from GHG-free generation resources to be on-line between 2025 and 2030, and (3) a voluntary commitment from PG&E to meet a 55% RPS for 2031-2045 (instead of the

<sup>65</sup> The sources for the 2017 bundled load forecasts are PG&E's 2017 preliminary and final ERRAs forecasts. (The June 2016 preliminary forecast was used in the Alameda County CCE study, and the November 2016 final forecast was used in the present study.) The sources for the 2018-2030 bundled load forecasts are PG&E's RPS plans for 2015 (filed in January 2016, used for Alameda County) and for 2016 (draft filed in August 2016, used for Contra Costa).

<sup>66</sup> CCE exit fees are designed so that bundled customers' rates are not affected by CCE departures. In practice, some impact is likely in one direction or the other, and the magnitude and direction of this impact may vary year by year.

50% requirement currently in effect). The joint proposal estimated that the retirement of Diablo Canyon would result in a need for new generation capacity (“load-resource balance”) around 2030, which is about five years earlier than previously anticipated.

The new energy efficiency resources together with other costs of the nuclear plant retirement would be recovered through non-generation rates (mostly Public Purpose Program and Nuclear Decommissioning charges), and the new RPS resources would be recovered through a new “Clean Energy Charge” applied to all PG&E retail customers. For those load serving entities that are willing to commit to procuring the equivalent new RPS resources, PG&E has proposed a “self-provision” option that would exempt existing DA and CCE loads from the Clean Energy Charge. In the analysis for Contra Costa County, MRW assumed that Contra Costa CCE would choose the “self-provision” option.

MRW assumed for this study that the Diablo Canyon retirement proposal would be adopted, though the proposal is under evaluation by the Commission and is subject to modification. Based on this proposal, we modified the PG&E and Contra Costa County CCE power supply forecasts as follows:<sup>67</sup>

- 1) PG&E’s RPS requirements were increased for 2030-2038 from 50% to 55%,<sup>68</sup>
- 2) Contra Costa County CCE’s RPS requirements were increased for 2030-2038 to 55% (vs. the 50% that was used in the Alameda County CCE study), and
- 3) We began increasing the price of capacity five years earlier than we had in the Alameda County CCE study, reflecting the earlier load-resource balance date due to the retirement of Diablo Canyon. For both Alameda and Contra Costa counties, MRW assumed that the CCEs would build their own power plants (alone or in combination with other public entities) in place of purchasing market capacity when market prices rise above the cost of a new self-build.

---

<sup>67</sup> We also accounted for the changes in the Public Purpose Program and Nuclear Decommissioning fees in our calculation of the Residential bills.

<sup>68</sup> The generation share of the 2025-2030 commitment for 2,000 GWh of load reduction or GHG-free generation was assumed to be subsumed by procurement needed to meet a 50% RPS by 2030 and therefore did not result in incremental renewable generation in our model.

## Chapter 9: Conclusions

Overall, a CCE in Contra Costa County appears feasible. Given current and expected market and regulatory conditions, a Contra Costa County CCE should be able to offer its residents and business electric rates that are less than that available from PG&E.

Sensitivity analyses suggest that these results are relatively robust. Only when very high amounts of renewable energy are assumed in the CCE portfolio (Scenario 3), combined with other negative factors, do PG&E's rates become consistently more favorable than the CCEs.

A Contra Costa County CCE would also be well positioned to help facilitate greater amounts renewable generation to be installed in the County. Because the CCE would have a much greater interest in developing local solar than PG&E, it is much more likely that such development would actually occur with a CCE in the County than without it.

The CCE can also reduce the amount greenhouse gases emitted by the County, but only under certain circumstances. Because PG&E's supply portfolio has significant carbon-free generation (large hydroelectric and nuclear generators), the CCE must contract for significant amounts of carbon-free power above and beyond the required qualifying renewables in order to actually reduce the County's electric carbon footprint. Therefore, if carbon reductions are a high priority for the CCE, a concerted effort to contract with hydroelectric or other carbon-free generators would be needed.

A CCE can also offer positive economic development and employment benefits to the County. At the peak, the CCE could create approximately 500 to 1000 new jobs in the County, plus an additional 200 jobs in the neighboring counties if local renewable development is prioritized.

While the analytical focus of this report has been on a stand-alone Contra Costa County CCE, that is not the only, nor necessarily best, choice for Contra Costa Communities. Overall, there is insufficient data to suggest that a stand-alone Contra Costa CCE would offer lower rates or greater GHG savings that joining MCE or EBCE. Either forming or joining a CCE would likely offer modestly lower rates and more local economic development that remaining with PG&E. Joining MCE would likely result in the quickest path to CCE implementation, however at a loss of local control and CCE policy formation. Because it has yet to be formed, joining with EBCE would take longer than joining the already-established MCE, but would offer greater input into the CCE's policies and formation.

Although this study suggests CCE program options would likely produce both environmental and economic benefits for the jurisdictions included in the study, continuing service with PG&E remains an option for not only a community but also for any individual or business whose community has selected CCE service. PG&E is an experienced power provider, and is regulated by the state. Furthermore, remaining with PG&E takes no city action. Lastly, simply because a Contra Costa community does not join a CCE in 2017 or 2018 does not necessarily preclude it from doing so in the future, although waiting may result in an "entry fee" or perhaps a high PCIA rate.

**DRAFT FOR REVIEW**

# **Technical Study for Community Choice Aggregation Program in Costa County**

---

## **Appendices**

Prepared by:



MRW & Associates, LLC  
1814 Franklin Street, Ste 720  
Oakland, CA 94612

With



Economic  
Development  
Research Group  
Boston, MA



Sage Renewables  
San Francisco, CA

November 30, 2016

---

**Appendix A. Loads and Forecast**

**Appendix B. Power Supply Cost**

**Appendix C. Forecast of PG&E's Generation Rates**

**Appendix D. Detailed Pro Forma and CCA Rates**

**Appendix E. Greenhouse Gas Emissions and Costs**

**Appendix F. Macroeconomic Analysis**

**Appendix G. Proforma**

**Appendix H. MCE and EBCE's Joint Power Agreements**

**Appendix I. MCE's approval for inclusion of Contra Costa**

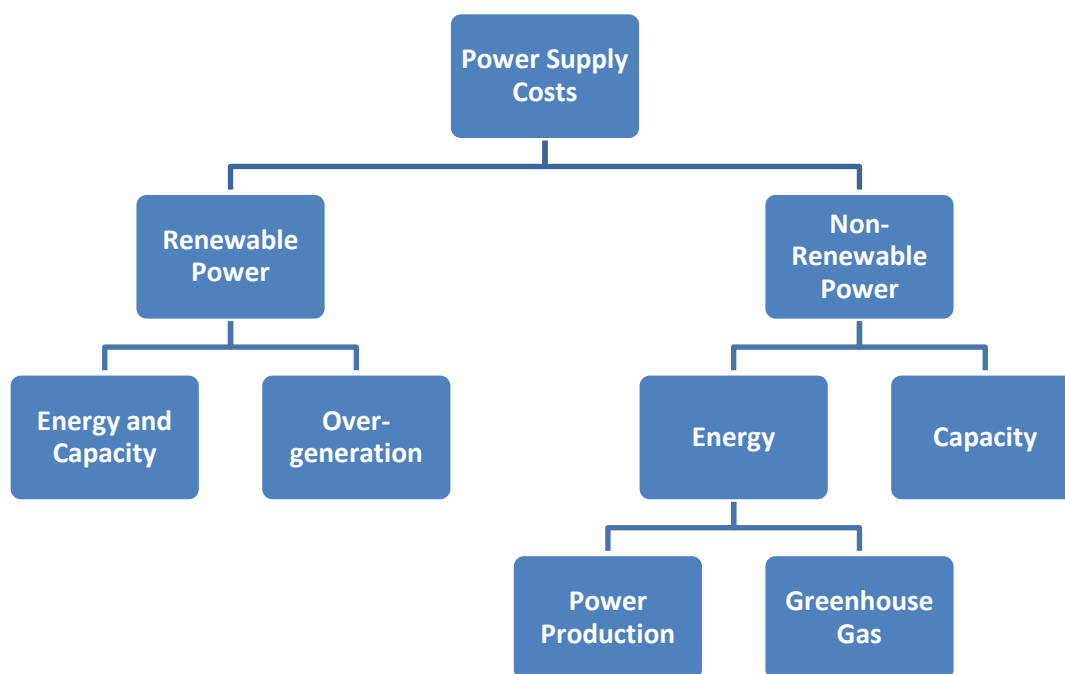
## Appendix A. Loads and Forecast

2014 Load (MWh)	Residential	Commercial	Industrial	Public	Street lights + Pumping
UNINCORPORATED	454,716	252,156	237,085	63,574	19,925
CONCORD	269,024	242,584	53,969	18,228	885
PITTSBURG	145,304	134,197	225,362	14,807	1,635
ANTIOCH	270,761	109,487	18,340	18,694	1,077
SAN RAMON	172,364	140,696	32,012	14,458	4,461
BRENTWOOD	150,827	66,635	0	16,407	4,970
DANVILLE	133,085	51,478	0	11,944	1,394
MARTINEZ	86,638	61,730	6,372	6,121	1,140
PLEASANT HILL	82,411	67,087	0	5,905	1,270
OAKLEY	96,389	18,236	0	12,431	901
ORINDA	58,779	14,719	0	39,747	215
HERCULES	48,162	32,749	0	2,751	700
PINOLE	36,629	26,028	0	5,877	963
MORAGA	40,593	8,818	0	3,701	456
CLAYTON	31,795	4,759	0	1,808	661
<b>TOTAL</b>	<b>2,077,476</b>	<b>1,231,360</b>	<b>573,139</b>	<b>236,454</b>	<b>40,652</b>

## Appendix B. Power Supply Cost

MRW has developed a bottoms-up calculation of Costa County CCA's power supply costs, separately forecasting the cost of each power supply element. These elements are renewable energy, non-renewable energy (including power production costs and greenhouse gas costs), resource adequacy (RA) capacity (both renewable and non-renewable supplies) and related costs (e.g., CAISO expenses and broker fees).<sup>1</sup> Figure 1 illustrates the components of Costa County CCA's expected supply costs.

**Figure 1: Power Supply Cost Forecast**



### Renewable Power Cost Forecast

MRW developed a forecast of renewable generation prices starting from an assessment of the current market price for renewable power. For the current market price, MRW relied on wind and solar contract prices reported by California municipal utilities and Community Choice Aggregation (CCA) entities in 2015 and early 2016, finding an average price of \$52 per MWh for these contracts.<sup>2</sup>

<sup>1</sup> MRW included a 5.5% adder in the power supply cost for CAISO costs (ancillary services, etc.), and a 5% premium for contracted supplies to reflect broker fees and similar expenses.

<sup>2</sup> MRW relied exclusively on prices from municipal utilities and CCAs because investor-owned utility contract prices from this period are not yet public. We included all reported wind and solar power purchase agreements, excluding local builds (which generally come at a price premium), as reported in California Energy Markets, an

To forecast the future price of renewable purchases, MRW considered a number of factors:

- Researchers from the National Renewable Energy Laboratory (NREL) and Lawrence Berkeley National Laboratory (LBNL) developed a set of forecasts of utility-scale solar costs based on market data and preliminary data from other research efforts.<sup>3</sup> Their base case forecast predicts a 3.8% annual decline in utility-scale solar capital costs on a nominal basis, from \$1,932/kW-DC in 2016 to \$1,652/kW-DC in 2020, with costs then remaining roughly constant in nominal dollars through 2030.<sup>4</sup> Additional scenarios predict even steeper price declines, with the most aggressive scenario predicting an 11% annual nominal decline through 2020, with increases at the rate of inflation after that.
- The federal Investment Tax Credit (ITC), which is commonly used by solar developers, is scheduled to remain at its current level of 30% through 2019 and then to fall over three years to 10%, where it is to remain.<sup>5</sup> The federal Production Tax Credit, which is commonly used by wind developers, is scheduled to be reduced for facilities commencing construction in 2017-2019 and eliminated for subsequent construction.<sup>6</sup> The loss of these credits would put upward pressure on prices.
- NREL and LBNL researchers predicted in 2015 that the cost increase associated with an ITC reduction would be roughly offset by other solar cost reductions even if the full reduction to 10% were to be implemented by 2018, rather than spread out through 2022 as is currently planned.<sup>7</sup>
- Lawrence Berkeley National Laboratory researchers conducted a study anticipating a reduction of the wind costs of 24% by 2030 and 35% by 2050.<sup>8</sup>

---

independent news service from Energy Newsdata, from January 2015-January 2016 (see issues dated July 31, August 14, October 16, October 30, 2015, and January 15, 2016).

<sup>3</sup> National Renewable Energy Laboratory. Impact of Federal Tax Policy on Utility-Scale Solar Deployment Given Financing Interactions, September 28, 2015, Slide 16. <http://www.nrel.gov/docs/fy16osti/65014.pdf>

<sup>4</sup> Ibid. Costs converted to nominal dollars using the inflation forecast used throughout the rate forecast model (U.S. EIA's forecast of the Gross Domestic Product Implicit Price Deflator).

<sup>5</sup> U.S. Department of Energy. Business Energy Investment Tax Credit (ITC). <http://energy.gov/savings/business-energy-investment-tax-credit-itc>

<sup>6</sup> U.S. Department of Energy. Electricity Production Tax Credit (PTC). <http://energy.gov/savings/renewable-electricity-production-tax-credit-ptc>

<sup>7</sup> National Renewable Energy Laboratory. Impact of Federal Tax Policy on Utility-Scale Solar Deployment Given Financing Interactions, September 28, 2015, Slide 28.

<sup>8</sup> Lawrence Berkeley National Laboratory . Expert elicitation survey on future wind and energy costs. Nature Energy, September 12th, 2016.



- The production tax credit has been extended six times from 2000-2014,<sup>9</sup> and the solar ITC has been extended three times since 2007.<sup>10</sup> Further tax credit extensions are therefore plausible.
- The major California investor-owned utilities have significantly slowed their renewable procurement because lower-than-expected customer sales and higher-than-expected contracting success rates have led to procurement in excess of the RPS requirements through 2020. When the utilities start ramping their procurement back up to meet the 50%-by-2030 RPS requirement, the supply-demand balance in the market may shift, resulting in higher-than-expected prices unless an increase in suppliers and development opportunities matches the increase in demand.

Given the potential upward price pressures from tax credits that are currently expected to expire and from higher demand for renewable power to meet the 50%-by-2030 requirement and the potential downward price pressures from falling renewable development costs, the possibility for lower cost procurement through the use of RECs, and the possibility that the expiry of the tax credits will be further delayed, it is unclear whether renewable prices will continue to fall (as NREL, LBNL, and others are predicting) or will start to stabilize and rise.

MRW has addressed this uncertainty by considering two scenarios for this sensitivity case:

- In the solar base renewable cost forecast, MRW used the \$48.5 per MWh average price of recent municipal utility and CCA solar contracts as the price through 2022 (in nominal dollars), which will increase with inflation in subsequent years. This results in a solar price of \$57 per MWh in 2030, and of \$67 per MWh in 2038. In the wind base renewable cost forecast, MRW used the \$55.0 per MWh average price of recent municipal utility and CCA solar contracts as starting point, and extended it applying an annual decrease of 2% through 2030 and 1% through 2038, offset by inflation. This results in a wind price of \$57 per MWh in 2030, and of \$62 per MWh in 2038.
- In the high renewable cost scenario, MRW increased both wind and solar base case prices to account for the expected expiration of the tax credits, resulting in average a price of \$75 per MWh in 2030 and \$86 per MWh in 2038. These scenarios provide a reasonable window of renewable price projections based on current market conditions and analysts' expectations.

MRW used these same renewable prices to calculate PG&E's renewable power costs. However, as described in Appendix B in the PG&E forecast, these renewable energy prices are used only

---

<sup>9</sup> Union of Concerned Scientists. Production Tax Credit for Renewable Energy. [http://www.ucsusa.org/clean\\_energy/smart-energy-solutions/increase-renewables/production-tax-credit-for.html](http://www.ucsusa.org/clean_energy/smart-energy-solutions/increase-renewables/production-tax-credit-for.html)

<sup>10</sup> Solar Energy Industries Association. Solar Investment Tax Credit. <http://www.seia.org/policy/finance-tax/solar-investment-tax-credit>; and U.S. Department of Energy. Business Energy Investment Tax Credit (ITC). <http://energy.gov/savings/business-energy-investment-tax-credit-itc>

for incremental power that is needed above PG&E's existing RPS contracts. For Costa County CCA, these prices are used as the basis for its entire RPS-eligible portfolio.

MRW additionally included a premium for the portion of Costa County CCA's RPS portfolio assumed in each scenario to be located in Costa County County. While solar energy is anticipated to provide the largest share of incremental supply located in-county, the solar resource in Costa County is not as strong as in the areas being developed to supply the contracts discussed above. As a result, the cost of solar generation in Costa County is expected to be higher than the assumed contract prices for non-Costa County supplies. Based on information provided in the CPUC's current RPS calculator, combined with SAGE inputs (performance assumptions and capital cost of the projects<sup>11</sup>), the current cost for solar generation in Costa County is expected to be approximately \$68 per MWh. In addition, it is assumed the local solar generation cost will scale with installed capacity, resulting in a local solar generation cost of \$82 per MWh for 1000 MW of installed capacity.

### **Non-Renewable Energy Cost Forecast**

MRW separated the costs of non-renewable energy generation into two components: power production costs and greenhouse gas costs. The forecast methodologies for these cost elements, described below, are consistent with the forecast methodologies used for these cost elements in the PG&E rate forecast.

Since natural gas generation is typically on the margin in the California wholesale power market, power production costs for market power are driven by the price for natural gas. MRW forecasted natural gas prices based on current NYMEX market futures prices for natural gas, projected long-term natural gas prices in the EIA's *2016 Annual Energy Outlook*,<sup>12</sup> and PG&E's tariffed natural gas transportation rates.<sup>13</sup> MRW used a standard methodology of multiplying the natural gas price by the expected heat rate for a gas-fired unit and adding in variable operations and maintenance costs to calculate total power production costs.

In addition to power production costs, the cost of energy generated in or delivered to California also includes the cost of greenhouse gas allowances that, per the state's cap-and-trade program, must be procured to cover the greenhouse gases emitted by the energy generation. MRW estimated the price of GHG allowances to equal the auction floor price stipulated by the ARB's cap-and-trade regulation, consistent with recent auction outcomes.<sup>14</sup> MRW estimated the

---

<sup>11</sup> Capital cost for local solar projects in Contra Costa County, according to SAGE price curve, is \$1,350 per kW installed for the first 400MW solar installed in the county. MRW calculated the average price for the cumulative developed capacity forecast for each year (counting only 50% of the capacity of each developed project towards the cumulative total).

<sup>12</sup> U.S. Energy Information Administration. "2016 Annual Energy Outlook," Table 13.

<sup>13</sup> Pacific Gas & Electric, Burnertip Transportation Charges. Tariff G-EG, Advice Letter 3664-G, January 2016 and Tariff G-SUR, Advice Letter 3699-G, April 2016.

<sup>14</sup> California Code of Regulations, Title 17, Article 5, Section 95911.

emissions rate of Costa County CCA non-renewable power supply based on an estimated heat rate for market power multiplied by the emissions factor for natural gas combustion.<sup>15</sup>

### **Capacity Cost Forecast for Non-Renewable Power**

To estimate Costa County CCA's capacity requirements, MRW developed a forecast of Costa County CCA's peak demand in each year and subtracted the net qualifying capacity credits provided by Costa County CCA's renewable power purchases. This is appropriate because the renewable energy prices used in this analysis reflect prices for contracts that supply both energy and capacity. If Costa County CCA purchases renewable energy via energy-only contracts, Costa County CCA's need for capacity will be greater than forecasted here, but these higher costs will be fully offset by the lower costs for the renewable energy.

MRW estimated current peak demand for Costa County CCA's load using the 2015 monthly bills for all the current PG&E clients in Costa County county<sup>16</sup> and PG&E's class-average load profiles. We forecasted changes to this peak demand based on the Contra Costa load forecast.<sup>17</sup> We calculated capacity requirements as 115% of the expected peak demand in order to include sufficient capacity to fulfill resource adequacy requirements. We applied a consistent methodology to obtain the peak demand growth rates and capacity requirements for PG&E.

To estimate the cost of Costa County CCA's capacity needs, MRW priced capacity purchases at the median price of recent Resource Adequacy purchases, escalated with inflation.<sup>18</sup>

To estimate the cost of Costa County CCA's capacity needs, MRW considered two time periods: the period before system load-resource balance when there is excess capacity on the system, and the period following system-load resource balance when additional supply must be developed. MRW assumed a system load-resource balance year of 2030.<sup>19</sup> Through 2025, MRW priced capacity at the median price of recent resource adequacy purchases, escalated with inflation. MRW increased the capacity price incrementally starting in 2026 to reflect an increase in the market price for capacity during the transition from the lower near-term prices to the higher post-load-resource balance prices. MRW assumed that Costa County CCA would build its own power plant (alone or in combination with other public entities) in place of purchasing market capacity when market prices rise above the cost of a new self-build. In MRW's model, this occurs in

---

<sup>15</sup> U.S. EIA. Electric Power Annual (EPA), February 16, 2016, Table A.3.  
[https://www.eia.gov/electricity/annual/html/epa\\_a\\_03.html](https://www.eia.gov/electricity/annual/html/epa_a_03.html)

<sup>16</sup> Monthly bills corresponding to 2015 for all the clients in Contra Costa County provided by PG&E.

<sup>17</sup> California Energy Commission. Demand Forecast. PG&E Forecast Zone Results Mid Demand Case, Sales Forecast, Central Valley Region. December 14, 2015.

<sup>18</sup> CPUC 2013-2014 Resource Adequacy Report Final, August 5, 2015, page 23 Table 11.

<sup>19</sup> According to the assumption adopted by the CPUC in December 2015 for long-term forecasting purposes, the load resource balance year was 2035. MRW opted to advance this to 2030 due to the retirement of the Diablo Canyon nuclear facility.

2030. From this point on, MRW assumed that the market price for Costa County CCA's capacity would be equal to the levelized fixed cost of a new advanced combustion turbine developed by a publicly owned utility, minus levelized gross margins from energy sales. A similar methodology was used to forecast the cost of capacity for PG&E; however, PG&E's post-load-resource balance price forecast is based on the price of a combustion turbine developed by a merchant developer (see Appendix C).

## Appendix C. Forecast of PG&E's Generation Rates

MRW developed a forecast of PG&E's generation rates for comparison with the rates that Costa County CCA will need to charge to cover its costs of service. MRW developed the forecast for the years 2018-2038 using publicly available inputs, including cost and procurement data from PG&E, market price data, and data from California state regulatory agencies and the U.S. Energy Information Administration. The structure of the rate forecast model and the basic assumptions and inputs used are described below.

### Generation Charges

PG&E's generation costs fall into four broad categories: (1) renewable generation costs, (2) fixed costs of non-renewable utility-owned generation, (3) fuel and purchased power costs for non-renewable generation, and (4) capacity costs. Each of these categories is evaluated separately in the rate forecast model, and underlying these forecasts is a forecast of PG&E's generation sales.

### Sales Forecast

PG&E's generation cost forecast is driven in large part by the amount of generation that PG&E will need to obtain to meet customer demand. To forecast PG&E's electricity sales, MRW started with the 2016-2030 sales forecast that PG&E provided in its August 2016 Renewable Energy Procurement Plan ("RPS Plan") filing with the CPUC.<sup>20</sup> This forecast predicts an 8% annual sales reduction through 2020, a 2% reduction per year from 2021-2028, and a rather anemic sales growth of 0.2% per year from 2029-2030.<sup>21</sup> MRW extended the sales forecast through 2038, maintaining this 0.2% increase per year.

### Renewable Generation

The starting point for MRW's analysis is PG&E's "RPS Plan," in which PG&E discusses its plan for meeting California's Renewable Portfolio Standard (RPS) targets and provides the annual amount and cost of renewable generation currently under contract through 2030. PG&E's RPS Plan shows that PG&E's current renewable procurement is in excess of the RPS requirement in each year through 2026. After 2022, PG&E's renewable generation from current contracts falls below the RPS requirements, but PG&E is projected to have enough banked Renewable Energy Credits (RECs) from excess renewable procurement in prior years to meet the RPS requirements until 2034.

---

<sup>20</sup> Pacific Gas & Electric. *Renewables Portfolio Standard 2016 Renewable Energy Procurement Plan (Draft Version)*. August 8, 2016. Appendix D.

<sup>21</sup> The near-term decline in sales in PG&E's forecast is likely attributable to the growth in CCA, in which a municipality procures electric power on behalf of its constituents instead of having them purchase their power from PG&E. While customers in the jurisdictions of these municipalities have the option to opt-out of CCA and to continue to procure power from PG&E, so far, most CCA-eligible customers have not elected for this option. CCA customers continue to procure electricity delivery services from PG&E; it is only generation services that they obtain through the CCA.

MRW adopted PG&E's RPS Plan forecast of the amount and cost of renewable generation that is currently under contract. For the period starting in 2034 when PG&E's RPS Plan shows a need for incremental renewable procurement to meet RPS requirements, MRW added in the necessary renewable generation to meet current statutory requirements (i.e., 33% of procurement in 2020, increasing to 50% of procurement in 2030, and to 55% of procurement in 2031).<sup>22</sup> To project PG&E's cost of this incremental renewable generation, MRW used the same renewable prices used for Costa County CCA's renewable power cost forecast (see Appendix B).

### **Fixed Cost of Non-Renewable Utility-Owned Generation**

PG&E's rates include payment for the fixed costs of the PG&E-owned non-renewable generation facilities, which are primarily natural gas, nuclear, and hydroelectric power plants. Because these costs are not tied to the volume of electricity that PG&E sells, their annual escalation is not driven by the price of fuel and other variable inputs. Instead, they escalate at a rate that stems from a combination of cost increases and depreciation reductions. These escalation rates are determined in General Rate Case (GRC) proceedings, which occur roughly every three years.

As a starting point for the forecast, MRW used the proposed 2017 fixed costs for these facilities.<sup>23</sup> For the period between 2018 and 2020, MRW increased the fixed cost based on PG&E's 2017 GRC settlements.<sup>24</sup> For subsequent years, MRW estimated in the base case that PG&E's generation fixed costs would increase by the 6.2% annual average growth rate approved and implemented for these cost over the last ten years.<sup>25</sup> These escalation rates are in nominal dollars (i.e., some of the escalation is accounted for by inflation).

---

<sup>22</sup> MRW additionally allowed for the purchase of additional renewable generation when renewable prices are below market prices, subject to some purchase limits, including a 50% cap on renewable generation relative to the entire generation portfolio. This leads to additional renewable purchases from 2027-2029 in the Low Renewable Price scenario. Starting in 2030, the RPS requirement is 50%, and no additional renewable purchases are allowed, per the rules of the model, in order to maintain grid reliability.

<sup>23</sup> Pacific Gas & Electric. Annual Electric True-Ups for 2017. Advice Letter 4902 E-A. September 13, 2016. Table 2 and Pacific Gas & Electric 2017 GRC Settlements, A.15-09-001, Appendix A and B.

<sup>24</sup> Pacific Gas & Electric 2017 GRC Settlements, A.15-09-001, Appendix A and B

<sup>25</sup> Historic growth rates calculated from Pacific Gas & Electric Advice Letters 2706-E-A, AL 3773-E, 4459-E, 4647-E, and 4755-E. New power plant costs were excluded from these calculations since costs of new plants are offset, at least in part, by a reduction in fuel and purchased power costs.

**Table 1: PG&E’s Generation Fixed Costs, 2011-2016<sup>26</sup>**  
(Nominal \$ Million)

	2011	2012	2013	2014	2015	2016
Generation Fixed Costs	1,400	1,530	1,550	1,710	1,860	1,840
Annual Cost Increase		9%	1%	10%	9%	-1%

MRW made adjustments to this GRC forecast to account for the retirement of the Diablo Canyon nuclear units at the end of the units’ current licenses in 2024 and 2025.

### Fuel and Purchased Power Costs for Non-Renewable Generation

Each spring, PG&E files a forecast with the CPUC of its fuel and purchased power costs for the upcoming year in its “ERRA” filing, which PG&E updates and finalizes in November. MRW relied on PG&E’s November 2017 ERRA testimony,<sup>27</sup> adjusted to remove renewable generation costs, as the starting point for the forecast of fuel and purchased power costs for PG&E’s non-renewable generation.

To escalate these costs through the forecast period, MRW forecasted changes to natural gas prices and greenhouse gas cap-and-trade program compliance costs, which are the major drivers of change to these costs. The natural gas price forecast is based on current NYMEX market futures prices for natural gas, forecasted natural gas prices in the U.S. EIA’s 2016 *Annual Energy Outlook*, and PG&E’s tariffed natural gas transportation rates. This forecast is the same forecast used in the forecast of Costa County CCA’s wholesale power costs (see Appendix B).

Cap-and-trade program compliance costs are estimated based on (1) PG&E’s forecast of carbon dioxide emissions in 2017;<sup>28</sup> (2) a forecast of PG&E’s fossil generation supply, developed by subtracting expected renewable, hydroelectric, and nuclear generation from PG&E’s projected wholesale power requirement; and (3) a forecast of greenhouse gas allowance prices. The greenhouse gas allowance price forecast is the same as used in the forecast of Costa County CCA wholesale power costs and is based on the auction floor price stipulated by the ARB’s cap-and-trade regulation (see Appendix B).

<sup>26</sup> 2011-2013: CPUC Decision 11-05-018, pages 2 and 15; and 2014-2016: CPUC Decision 14-08-032, Appendix C, Table 1 and Appendix D, Table 1.

<sup>27</sup> PG&E Update To Prepared 2017 Energy Resource Recovery Account and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue and Reconciliation, filed with the CPUC in proceeding A.16-06-003 on Nov 2, 2016, Table 11-3.

<sup>28</sup> PG&E Update To Prepared 2017 Energy Resource Recovery Account and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue and Reconciliation, filed with the CPUC in proceeding A.16-06-003 on Nov 2, 2016, Table 12-2.



The MRW rate model calculates total fuel and purchased power costs by escalating natural gas prices based on the natural gas price forecast described above, escalating nuclear fuel prices based on the EIA forecast of fuel costs for nuclear plants, escalating water costs for hydroelectric projects and the capacity costs of power purchase contracts with inflation, and pricing market power at the same market power price used for Costa County CCA's purchases. The model then sums the cost for each of these resources and adds in projected cap-and-trade compliance costs to this total cost.

## Capacity Costs

PG&E must procure capacity to meet 115% of its anticipated peak demand in order to fulfill its resource adequacy requirement. PG&E's own power plants can be used to meet this requirement, as can power plants with which PG&E has contracts.

To estimate PG&E's capacity requirements, MRW started with the Capacity Supply Plan that PG&E submitted to the California Energy Commission in 2015,<sup>29</sup> which forecasts PG&E's peak demand and existing capacity resources for each of the years 2013-2024. With limited exception,<sup>30</sup> MRW used PG&E's data where publicly available and extended the forecasts to 2038. In extending these forecasts, we used assumptions that are consistent with those used in our assessments of energy sales and costs, including load growth escalation and the projected retirement of PG&E's nuclear plant. We also added in anticipated capacity from new renewable procurement and from new energy storage and adjusted the calculation to account for the portion of Resource Adequacy credits that is allocated to non-bundled customers.

As with the Costa County CCA's capacity cost forecast, MRW priced capacity at the median price of recent Resource Adequacy capacity sales, escalated with inflation.<sup>31</sup>

## Rate Development

Following the methodologies described above, MRW developed a forecast of PG&E's generation revenue requirement and divided these expenses by the expected PG&E sales in order to obtain a forecast of the system-average generation rate. We calculated annual escalators based on these system-average rates and applied them to the generation rates that are currently in effect for each customer class.<sup>32</sup>

---

<sup>29</sup> California Energy Commission, Energy Almanac, Utility Capacity Supply Plans from 2015. September 4, 2015

<sup>30</sup> The two main exceptions are that 1) MRW increased energy efficiency and demand response growth to comply with SB 350 requirements to double energy efficiency by 2030 and the anticipated continuation of CPUC demand response initiatives, and 2) MRW accounted for the energy efficiency and renewable capacity expected to be installed because of the Diablo Canyon retirement application.

<sup>31</sup> CPUC 2013-2014 Resource Adequacy Report Final, August 5, 2015, page 23 Table 11.

<sup>32</sup> PG&E Advice Letter AL-4805-E, effective March 24, 2016.



## Appendix D. Detailed Pro Forma and CCA Rates

Case-Legend	
Base	BASE
Low participation	LP
High price local	LOC
High renewable prices	RPS
High natural gas price	GAS
Low PG&E portfolio costs	LPGE
High PCIA	PCIA
Stress Scenario	STRS

Scenario	Sensitivity Case	Rates (¢/kWh)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
1	BASE	CCA gen	7.0	7.1	7.1	7.4	7.6	7.8	7.9	8.0	8.4	8.8	9.3	9.9	10.5	10.8	11.1	11.4	11.7	12.0	12.4	12.7	13.1
1	BASE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
1	BASE	CCA Res Fund	0.8	0.7	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	BASE	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
1	LP	CCA gen	7.1	7.2	7.2	7.5	7.7	7.9	8.0	8.1	8.5	8.9	9.4	9.9	10.5	10.8	11.1	11.4	11.8	12.1	12.4	12.8	13.2
1	LP	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
1	LP	CCA Res Fund	0.6	0.8	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	LP	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
1	LOC	CCA gen	7.0	7.1	7.1	7.4	7.6	7.8	7.9	8.0	8.4	8.8	9.3	9.9	10.5	10.8	11.1	11.4	11.7	12.0	12.4	12.7	13.1
1	LOC	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
1	LOC	CCA Res Fund	0.8	0.7	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	LOC	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
1	RPS	CCA gen	7.1	7.2	7.3	7.8	8.1	8.5	8.6	8.8	9.2	9.7	10.2	10.8	11.4	11.8	12.2	12.5	12.9	13.2	13.6	14.0	14.4
1	RPS	Exit fees	2.4	1.9	2.3	1.6	1.6	1.5	1.3	1.1	0.9	0.7	0.6	0.5	0.5	0.4	0.3	0.1	0.0	0.0	0.0	0.0	0.0
1	RPS	CCA Res Fund	0.7	0.7	0.4	0.1	0.0	0.1	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	RPS	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.5	11.4	11.1	11.5	12.2	12.9	13.8	14.9	15.7	16.5	17.3	17.3	17.8	18.4	18.7	19.4
1	GAS	CCA gen	8.1	8.5	8.8	9.2	9.5	9.4	9.4	9.6	10.0	10.4	10.8	11.3	11.9	12.3	12.6	12.9	13.3	13.7	14.2	14.6	15.0
1	GAS	Exit fees	2.2	2.6	2.7	2.8	2.6	3.4	2.4	1.7	0.8	0.7	0.7	0.6	0.5	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1
1	GAS	CCA Res Fund	0.2	-0.1	0.0	0.0	0.0	0.0	0.0	1.4	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	GAS	PG&E gen	10.5	10.9	11.0	11.4	11.9	11.0	11.3	11.8	12.3	12.9	13.5	14.3	15.3	15.4	15.8	16.2	16.7	17.1	17.7	18.3	19.0
1	LPGE	CCA gen	7.0	7.1	7.1	7.4	7.6	7.8	7.9	8.0	8.4	8.8	9.3	9.9	10.5	10.8	11.1	11.4	11.7	12.0	12.4	12.7	13.1
1	LPGE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
1	LPGE	CCA Res Fund	0.0	1.1	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	LPGE	PG&E gen	9.1	9.5	9.6	10.1	10.4	10.2	10.2	9.8	10.2	10.7	11.4	12.1	13.0	13.2	13.6	14.0	14.5	14.9	15.3	15.8	16.4
1	PCIA	CCA gen	7.0	7.1	7.1	7.4	7.6	7.8	7.9	8.0	8.4	8.8	9.3	9.9	10.5	10.8	11.1	11.4	11.7	12.0	12.4	12.7	13.1
1	PCIA	Exit fees	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4

1	PCIA	CCA Res Fund	0.8	0.7	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
1	PCIA	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
1	STRS	CCA gen	8.2	8.7	9.1	9.6	9.9	10.1	10.2	10.3	10.8	11.2	11.7	12.3	12.9	13.3	13.7	14.1	14.6	15.0	15.4	15.9	16.4
1	STRS	Exit fees	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9
1	STRS	CCA Res Fund	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1	STRS	PG&E gen	9.4	9.8	9.9	10.2	10.7	9.9	10.2	10.6	11.3	11.8	12.4	13.2	14.0	14.3	14.8	15.3	15.7	16.2	16.8	17.4	18.1

Scenario	Sensitivity Case	Rates (¢/kWh)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
2	BASE	CCA gen	7.2	7.3	7.3	7.6	7.8	8.0	8.0	8.3	8.6	9.1	9.5	10.0	10.6	10.8	11.1	11.3	11.6	11.9	12.1	12.4	12.7
2	BASE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
2	BASE	CCA Res Fund	0.6	0.8	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
2	BASE	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
2	LP	CCA gen	7.3	7.4	7.4	7.6	7.8	8.1	8.1	8.3	8.7	9.1	9.6	10.1	10.6	10.9	11.1	11.4	11.7	11.9	12.2	12.5	12.8
2	LP	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
2	LP	CCA Res Fund	0.5	0.9	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
2	LP	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
2	LOC	CCA gen	7.2	7.3	7.3	7.6	7.8	8.0	8.0	8.3	8.6	9.1	9.5	10.0	10.6	10.8	11.1	11.3	11.6	11.9	12.1	12.4	12.7
2	LOC	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
2	LOC	CCA Res Fund	0.6	0.8	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
2	LOC	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
2	RPS	CCA gen	7.3	7.5	7.6	8.2	8.5	9.1	9.2	9.5	10.0	10.5	11.0	11.6	12.3	12.5	12.8	13.1	13.4	13.7	14.0	14.4	14.7
2	RPS	Exit fees	2.4	1.9	2.3	1.6	1.6	1.5	1.3	1.1	0.9	0.7	0.6	0.5	0.5	0.4	0.3	0.1	0.0	0.0	0.0	0.0	0.0
2	RPS	CCA Res Fund	0.5	0.9	0.4	0.1	0.1	0.1	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1
2	RPS	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.5	11.4	11.1	11.5	12.2	12.9	13.8	14.9	15.7	16.5	17.3	17.3	17.8	18.4	18.7	19.4
2	GAS	CCA gen	8.0	8.3	8.7	9.0	9.3	8.9	9.0	9.2	9.6	9.9	10.3	10.8	11.3	11.6	11.9	12.2	12.5	12.8	13.1	13.4	13.8
2	GAS	Exit fees	2.2	2.6	2.7	2.8	2.6	3.4	2.4	1.7	0.8	0.7	0.7	0.6	0.5	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1
2	GAS	CCA Res Fund	0.3	0.0	-0.1	0.0	1.4	-1.4	0.0	1.4	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1
2	GAS	PG&E gen	10.5	10.9	11.0	11.4	11.9	11.0	11.3	11.8	12.3	12.9	13.5	14.3	15.3	15.4	15.8	16.2	16.7	17.1	17.7	18.3	19.0
2	LPGE	CCA gen	7.2	7.3	7.3	7.6	7.8	8.0	8.0	8.3	8.6	9.1	9.5	10.0	10.6	10.8	11.1	11.3	11.6	11.9	12.1	12.4	12.7
2	LPGE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
2	LPGE	CCA Res Fund	0.0	1.1	0.0	0.4	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
2	LPGE	PG&E gen	9.1	9.5	9.6	10.1	10.4	10.2	10.2	9.8	10.2	10.7	11.4	12.1	13.0	13.2	13.6	14.0	14.5	14.9	15.3	15.8	16.4
2	PCIA	CCA gen	7.2	7.3	7.3	7.6	7.8	8.0	8.0	8.3	8.6	9.1	9.5	10.0	10.6	10.8	11.1	11.3	11.6	11.9	12.1	12.4	12.7
2	PCIA	Exit fees	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4

2	PCIA	CCA Res Fund	0.6	0.8	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
2	PCIA	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
2	STRS	CCA gen	8.2	8.6	9.0	9.7	9.9	10.1	10.2	10.5	10.9	11.4	11.9	12.4	13.0	13.4	13.7	14.0	14.4	14.7	15.1	15.4	15.8
2	STRS	Exit fees	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9
2	STRS	CCA Res Fund	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2	STRS	PG&E gen	9.4	9.8	9.9	10.2	10.7	9.9	10.2	10.6	11.3	11.8	12.4	13.2	14.0	14.3	14.8	15.3	15.7	16.2	16.8	17.4	18.1

Scenario	Sensitivity Case	Rates (c/kWh)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
3	BASE	CCA gen	7.0	7.1	7.2	7.5	7.8	8.1	8.2	8.5	8.9	9.5	10.0	10.5	11.1	11.5	11.8	12.1	12.4	12.8	13.1	13.4	13.8
3	BASE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
3	BASE	CCA Res Fund	0.7	0.7	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	BASE	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
3	LP	CCA gen	7.2	7.3	7.3	7.6	7.9	8.2	8.3	8.5	8.9	9.5	10.0	10.5	11.1	11.5	11.8	12.1	12.4	12.8	13.1	13.4	13.8
3	LP	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
3	LP	CCA Res Fund	0.6	0.8	0.4	0.1	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	LP	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
3	LOC	CCA gen	7.1	7.2	7.3	7.7	8.0	8.3	8.5	8.7	9.3	9.9	10.4	11.0	11.6	12.0	12.3	12.6	13.0	13.3	13.6	14.0	14.4
3	LOC	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
3	LOC	CCA Res Fund	0.7	0.7	0.4	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	LOC	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
3	RPS	CCA gen	7.1	7.2	7.4	7.9	8.3	8.9	9.1	9.4	10.0	10.6	11.2	11.8	12.5	12.9	13.3	13.7	14.1	14.4	14.8	15.2	15.6
3	RPS	Exit fees	2.4	1.9	2.3	1.6	1.6	1.5	1.3	1.1	0.9	0.7	0.6	0.5	0.5	0.4	0.3	0.1	0.0	0.0	0.0	0.0	0.0
3	RPS	CCA Res Fund	0.7	0.7	0.4	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	RPS	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.5	11.4	11.1	11.5	12.2	12.9	13.8	14.9	15.7	16.5	17.3	17.3	17.8	18.4	18.7	19.4
3	GAS	CCA gen	8.1	8.5	8.9	9.3	9.5	9.6	9.8	10.0	10.5	11.0	11.5	12.0	12.6	13.0	13.3	13.7	14.1	14.5	14.9	15.3	15.8
3	GAS	Exit fees	2.2	2.6	2.7	2.8	2.6	3.4	2.4	1.7	0.8	0.7	0.7	0.6	0.5	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1
3	GAS	CCA Res Fund	0.2	-0.1	0.0	0.0	0.0	0.0	0.0	1.5	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	GAS	PG&E gen	10.5	10.9	11.0	11.4	11.9	11.0	11.3	11.8	12.3	12.9	13.5	14.3	15.3	15.4	15.8	16.2	16.7	17.1	17.7	18.3	19.0
3	LPGE	CCA gen	7.0	7.1	7.2	7.5	7.8	8.1	8.2	8.5	8.9	9.5	10.0	10.5	11.1	11.5	11.8	12.1	12.4	12.8	13.1	13.4	13.8
3	LPGE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
3	LPGE	CCA Res Fund	0.0	1.1	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	LPGE	PG&E gen	9.1	9.5	9.6	10.1	10.4	10.2	10.2	9.8	10.2	10.7	11.4	12.1	13.0	13.2	13.6	14.0	14.5	14.9	15.3	15.8	16.4
3	PCIA	CCA gen	7.0	7.1	7.2	7.5	7.8	8.1	8.2	8.5	8.9	9.5	10.0	10.5	11.1	11.5	11.8	12.1	12.4	12.8	13.1	13.4	13.8
3	PCIA	Exit fees	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4

3	PCIA	CCA Res Fund	0.7	0.7	0.4	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
3	PCIA	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
3	STRS	CCA gen	8.3	8.8	9.2	9.8	10.2	10.8	11.0	11.4	12.1	12.8	13.3	14.0	14.7	15.2	15.7	16.2	16.7	17.1	17.6	18.1	18.6
3	STRS	Exit fees	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9
3	STRS	CCA Res Fund	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	STRS	PG&E gen	9.4	9.8	9.9	10.2	10.7	9.9	10.2	10.6	11.3	11.8	12.4	13.2	14.0	14.3	14.8	15.3	15.7	16.2	16.8	17.4	18.1

Scenario	Sensitivity Case	Rates (¢/kWh)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
4	BASE	CCA gen	7.3	7.4	7.5	7.9	8.2	8.6	8.8	9.3	10.0	10.7	11.2	11.8	12.5	12.7	13.0	13.2	13.5	13.8	14.1	14.3	14.6
4	BASE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
4	BASE	CCA Res Fund	0.5	0.8	0.4	0.1	0.1	0.1	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.1
4	BASE	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
4	LP	CCA gen	7.4	7.5	7.6	7.9	8.2	8.6	8.8	9.3	9.9	10.7	11.2	11.7	12.3	12.6	12.8	13.1	13.3	13.6	13.9	14.2	14.5
4	LP	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
4	LP	CCA Res Fund	0.4	0.9	0.4	0.1	0.1	0.1	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
4	LP	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
4	LOC	CCA gen	7.3	7.5	7.6	8.0	8.4	8.9	9.2	9.8	10.6	11.4	12.0	12.6	13.3	13.5	13.8	14.1	14.4	14.7	14.9	15.2	15.6
4	LOC	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
4	LOC	CCA Res Fund	0.5	0.9	0.4	0.1	0.1	0.1	0.1	-0.2	-0.1	-0.3	0.0	1.2	0.1	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1
4	LOC	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
4	RPS	CCA gen	7.3	7.6	7.8	8.5	9.0	9.9	10.3	11.0	11.8	12.7	13.4	14.1	14.9	15.2	15.5	15.8	16.1	16.5	16.8	17.1	17.5
4	RPS	Exit fees	2.4	1.9	2.3	1.6	1.6	1.5	1.3	1.1	0.9	0.7	0.6	0.5	0.5	0.4	0.3	0.1	0.0	0.0	0.0	0.0	0.0
4	RPS	CCA Res Fund	0.4	0.9	0.4	0.1	0.1	0.1	-0.2	-0.9	-0.3	0.0	0.0	0.0	0.0	2.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1
4	RPS	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.5	11.4	11.1	11.5	12.2	12.9	13.8	14.9	15.7	16.5	17.3	17.3	17.8	18.4	18.7	19.4
4	GAS	CCA gen	8.0	8.4	8.8	9.1	9.4	9.5	9.8	10.3	11.0	11.7	12.2	12.7	13.3	13.6	13.9	14.3	14.6	14.9	15.2	15.5	15.9
4	GAS	Exit fees	2.2	2.6	2.7	2.8	2.6	3.4	2.4	1.7	0.8	0.7	0.7	0.6	0.5	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1
4	GAS	CCA Res Fund	0.2	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	1.6	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
4	GAS	PG&E gen	10.5	10.9	11.0	11.4	11.9	11.0	11.3	11.8	12.3	12.9	13.5	14.3	15.3	15.4	15.8	16.2	16.7	17.1	17.7	18.3	19.0
4	LPGE	CCA gen	7.3	7.4	7.5	7.9	8.2	8.6	8.8	9.3	10.0	10.7	11.2	11.8	12.5	12.7	13.0	13.2	13.5	13.8	14.1	14.3	14.6
4	LPGE	Exit fees	2.4	1.9	2.3	1.7	1.7	1.6	1.5	1.3	0.9	0.8	0.7	0.6	0.5	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0
4	LPGE	CCA Res Fund	0.0	1.1	-0.2	0.7	0.1	0.1	-0.1	-0.8	-0.4	0.0	0.0	0.0	0.0	1.9	0.0	0.0	0.0	0.0	0.0	0.1	0.1
4	LPGE	PG&E gen	9.1	9.5	9.6	10.1	10.4	10.2	10.2	9.8	10.2	10.7	11.4	12.1	13.0	13.2	13.6	14.0	14.5	14.9	15.3	15.8	16.4
4	PCIA	CCA gen	7.3	7.4	7.5	7.9	8.2	8.6	8.8	9.3	10.0	10.7	11.2	11.8	12.5	12.7	13.0	13.2	13.5	13.8	14.1	14.3	14.6
4	PCIA	Exit fees	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4



4	PCIA	CCA Res Fund	0.5	0.8	0.4	0.1	0.1	0.1	0.0	-0.8	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.1	0.1
4	PCIA	PG&E gen	10.1	10.6	10.7	11.3	11.6	11.4	11.3	10.9	11.3	11.9	12.6	13.4	14.4	14.7	15.1	15.6	16.1	16.5	17.1	17.6	18.3
4	STRS	CCA gen	8.3	8.8	9.3	10.0	10.5	11.4	11.8	12.7	13.6	14.7	15.4	16.1	16.8	17.2	17.6	18.0	18.4	18.9	19.3	19.7	20.2
4	STRS	Exit fees	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9
4	STRS	CCA Res Fund	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	STRS	PG&E gen	9.4	9.8	9.9	10.2	10.7	9.9	10.2	10.6	11.3	11.8	12.4	13.2	14.0	14.3	14.8	15.3	15.7	16.2	16.8	17.4	18.1

## Appendix E. Greenhouse Gas Emissions and Costs

In Chapter 3 of the report, MRW provided an estimate of Costa County CCA's annual Greenhouse Gas (GHG) emissions and compared these with the emissions for the same load under the PG&E supply portfolio. The methodology used to calculate both figures is included in this appendix, along with an estimate of Costa County CCA's cost of emissions from purchased power ("indirect emissions").

### Methodology for calculating Costa County CCA's indirect GHG emissions

GHG emissions for Costa County CCA will be indirect since the CCA does not plan to generate its own power (*i.e.*, the emissions are embedded in fossil-fuel power that the CCA purchases). These emissions are estimated based on (1) a forecast of the emissions rate for Costa County CCA's fossil generation supply and (2) a forecast of the amount of Costa County CCA's fossil generation supply, developed by subtracting expected renewable and hydroelectric generation from the projected wholesale power requirement to serve the CCA's load.<sup>33</sup>

MRW calculated the emissions rate for Costa County CCA's fossil generation supply by estimating the amount of natural gas that will need to be burned to generate the CCA's fossil generation and the GHG emissions rate for natural gas combustion.<sup>34</sup> The amount of natural gas needed was estimated based on the average heat rate for the marginal generation plants on the CAISO system. MRW used public data from CAISO's OASIS platform and Platt's Gas Daily reports to calculate this average heat rate for 2015.<sup>35</sup> MRW extended the forecast to 2030 using the expected changes to the average heat rate in California from the EIA's 2016 *Annual Energy Outlook*.<sup>36</sup>

MRW estimated the total annual GHG emissions for the Costa County CCA program as a product of the total energy purchased at wholesale electric market (kWh) and the rate of GHG emissions (tonnes CO<sub>2</sub>-equivalent/kWh).

---

<sup>33</sup> MRW assumed no GHG emissions for the renewable and hydroelectric supply.

<sup>34</sup> The GHG emissions rate for natural gas combustion is obtained from U.S. EIA. Electric Power Annual (EPA), February 16, 2016, Table A.3. [https://www.eia.gov/electricity/annual/html/epa\\_a\\_03.html](https://www.eia.gov/electricity/annual/html/epa_a_03.html)

<sup>35</sup> MRW calculated the average heat rate of the marginal generation plants in 2015 by dividing the monthly average wholesale electric market price, net of operations and maintenance costs and GHG emissions costs, by the monthly average natural gas price. For the electricity prices, we used the average of the 2015 hourly locational marginal price for node TH\_NP15\_GEN-APND; for the natural gas prices, we used the average of burnertip natural gas price for PG&E.

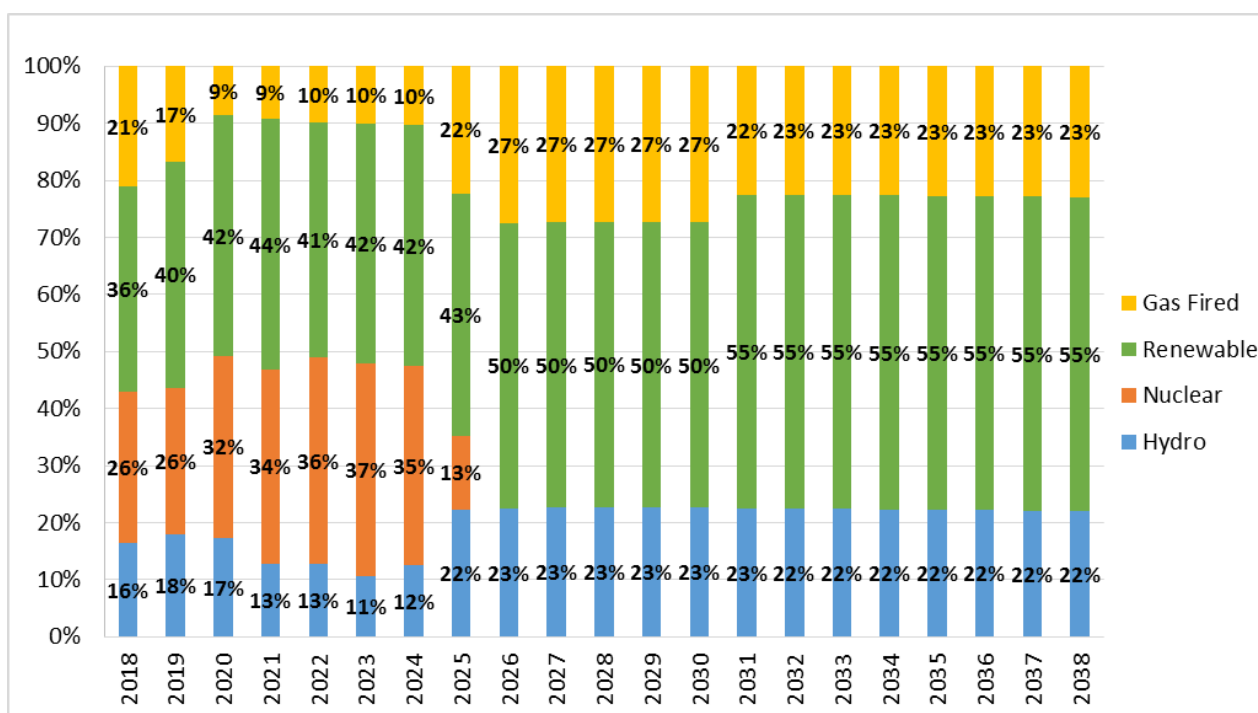
<sup>36</sup> U.S. Energy Information Administration. "2016 Annual Energy Outlook," Table 55.20, Western Electricity Coordinating Council. (Note that EIA does not provide a forecast of the marginal heat rate.)

### Methodology for calculating GHG emissions under PG&E’s supply portfolio

MRW calculated the GHG emissions for the Costa County CCA load under the PG&E supply portfolio by summing the emissions from all resources in PG&E’s portfolio. MRW assumed no GHG emissions from renewable power, hydroelectric power, or nuclear generation. In order to maintain a consistent comparison, MRW used the same emissions rate to calculate the emissions from PG&E’s fossil-fuel power as used for the Costa County CCA wholesale market purchases.

In order to support the analysis on Chapter 3 of the report, Figure 2 shows the PG&E portfolio. Before the closure of the Diablo Canyon, MRW estimated 80%-90% of PG&E’s generation portfolio based on non-fuel-fired resources. After 2025, the non-fuel-fired resources share falls to 70% according MRW estimates.

**Figure 2 PG&E’s generation portfolio<sup>37</sup>**



### GHG allowance prices and GHG indirect costs

<sup>37</sup> Before 2025 the hydroelectric generation is below its potential because MRW estimated that PG&E sells the overprocurement in hydroelectric power. MRW has assumed a minimum of fuel-fired generation to facilitate the RPS integration according to PG&E’s Diablo Canyon retirement application, A.16-08-006. Table 2-3. In addition, after 2026 MRW estimated the price of the wholesale electric market below PG&E’s new RPS prices. In those conditions, according to MRW assumptions, PG&E would procure up to 50% of its portfolio from renewable resources.

MRW developed a forecast of the prices for GHG allowances based on the auction floor price stipulated by the ARB's cap-and-trade regulation, consistent with recent auction outcomes.<sup>38</sup>

**Table 2 GHG Allowances price, \$ per allowance<sup>39</sup>**

	2017	2018	2019	2025	2030	2035	2038
\$/tonne	13.2	14.7	15.9	24.4	34.7	49.8	61.8

MRW used these GHG allowances prices to calculate both PG&E's GHG allowances costs (direct and indirect), which are included in the PG&E rate forecast, and Costa County CCA's indirect GHG costs. The indirect GHG costs for Costa County CCA will be included in the cost of the wholesale market energy purchases. MRW estimated that these costs will be, on average, \$12 per MWh delivered over the 2018-2038 period.

<sup>38</sup> California Code of Regulations, Title 17, Article 5, Section 95911.

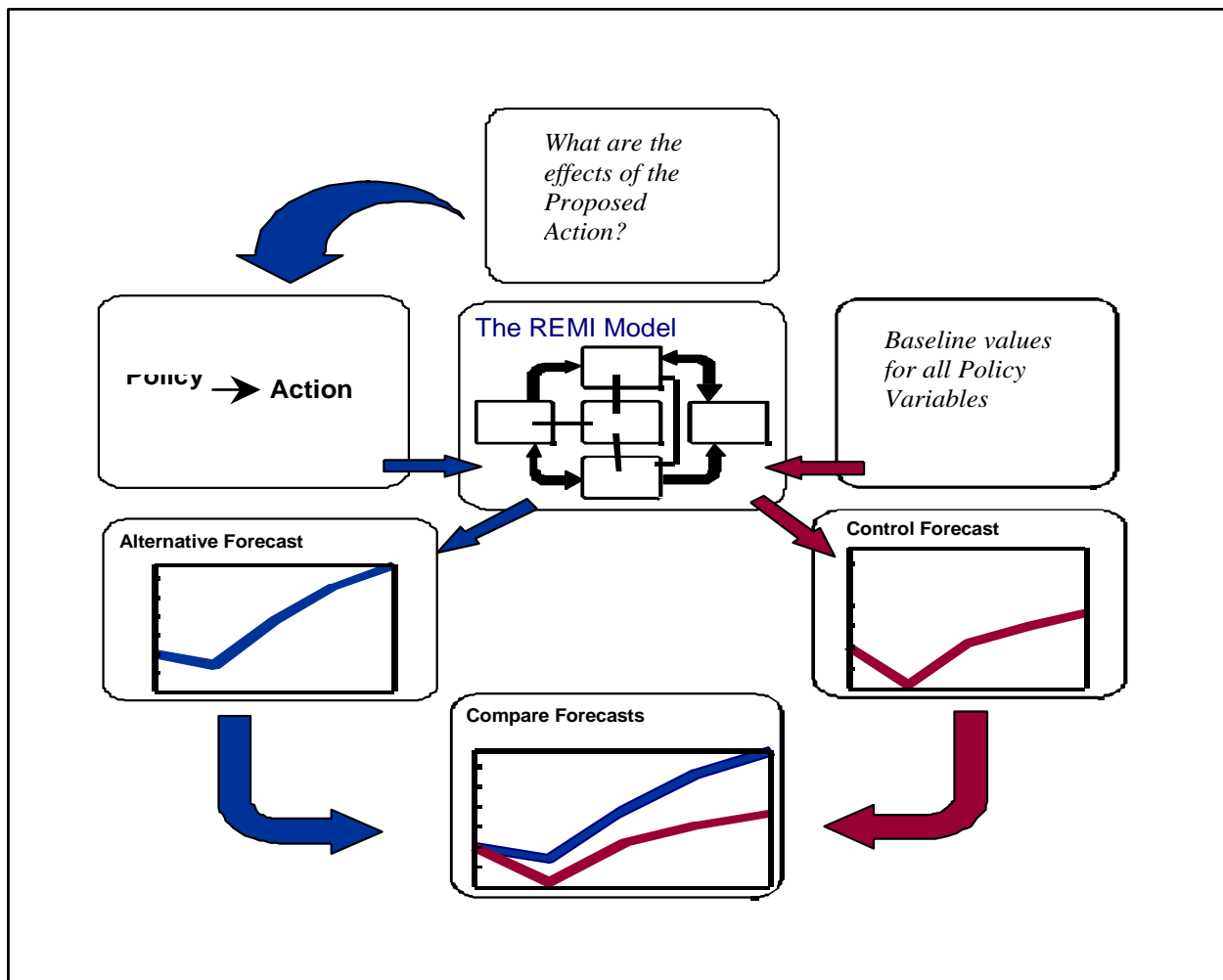
<sup>39</sup> For 2017, the amount listed corresponds to the GHG allowance price for PG&E according to the most recent ERRA 2017 update. Pacific Gas & Electric ERRA 2017, A.16-06-003, Testimony November 2, 2016, Table 12-1.

## Appendix F. Macroeconomic Analysis

### About the REMI Policy Insight Model

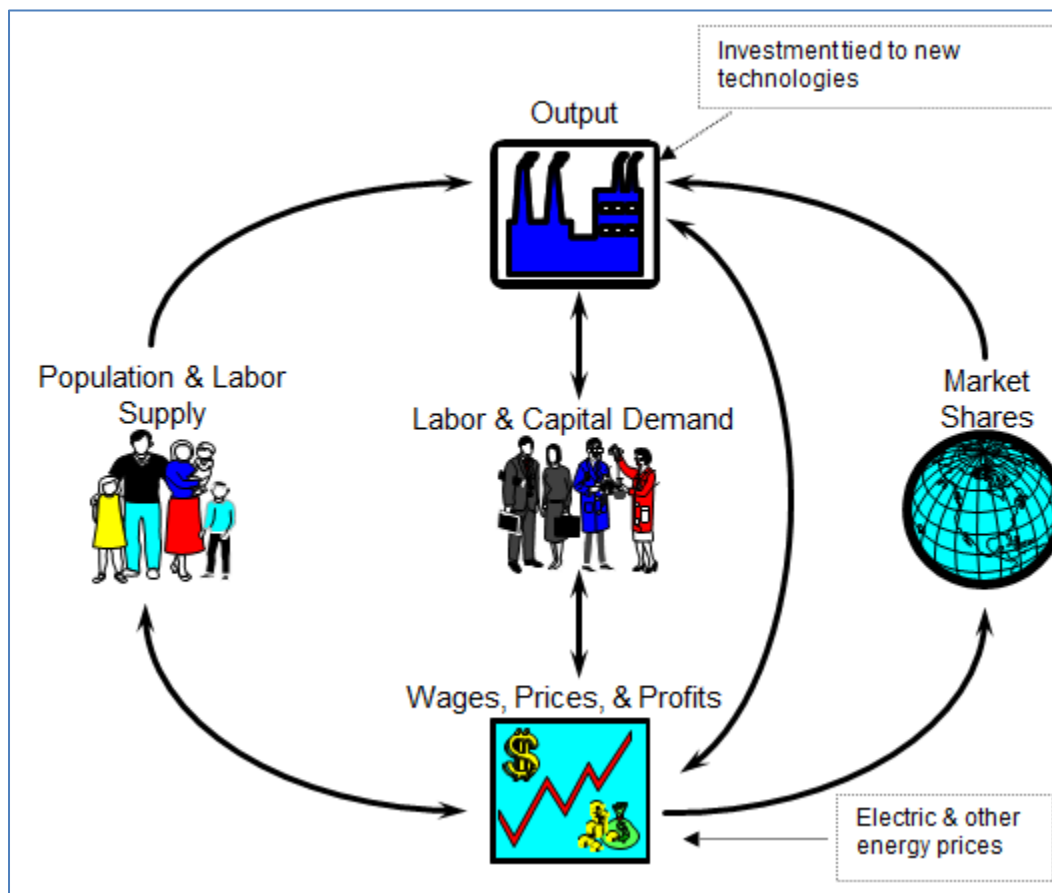
A software analysis forecasting model developed by Regional Economic Models, Inc. (REMI) of Amherst Massachusetts in the mid 1980's. It has a broad national customer base among public agencies, academic institutions, and the private-sector. It is also used in Canada (NRCan), and among other international clients. The model configuration used for this study consisted of 18 aggregate private-sector industries, plus a farm sector, a combined state/local government sector and two federal government sectors.

### Economic Impacts Identified with the REMI Model



In the above figure, the central box “The REMI model” is the engine for predicting the economic and demographic dimensions of a *region-of-impact* (here Costa County County) under *no-action* (or Control forecast) and with a proposed CCA (alternative forecast). The engine is a combination structural econometric model, part input-output transactions, all with general equilibrium features – meaning *an economy can encounter a disruption (positive or negative), and over time (typically 1-3 years depending on the scale of the region and the size of the shock) re-adjust back to an equilibrium*. The diagram below depicts the organization of the REMI regional model in terms of the major blocks functioning in an economy and the arrows denote the feedback accounted for. Keep in mind this portrayal is at a very high-level, sparing the industry-specific details. Scenario specific changes are inserted through policy variable *levers* into the appropriate block of the model. There is another important dimension of economic response for the key region-of-impact that effectively layers on top of the below diagram – interactions with another regional economy. That additional region - *rest of California* - was explicitly modeled at the same time. The REMI model captures the flows of monetized goods and services, and commuter labor between regions when one (or both) is *shocked* by introduction of a CCA.

### Core Logic of the REMI Model



# Appendix G. Proforma

## Scenario 1

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>Expenses</b>																					
Cost of Power (including losses)	\$73,495,453	\$151,069,291	\$238,312,375	\$248,611,457	\$257,237,071	\$265,886,720	\$274,183,543	\$279,728,463	\$294,209,869	\$310,824,883	\$329,903,546	\$350,515,984	\$373,621,644	\$386,946,608	\$399,254,590	\$411,812,091	\$425,651,977	\$439,658,506	\$454,135,582	\$468,721,683	\$484,831,280
O&M&G Costs	\$9,081,989	\$11,047,477	\$14,037,456	\$14,312,982	\$14,596,957	\$14,871,929	\$15,146,845	\$15,425,482	\$15,722,408	\$16,025,074	\$16,333,641	\$16,648,197	\$16,968,859	\$17,295,746	\$17,628,978	\$17,968,678	\$18,314,999	\$18,668,042	\$19,027,938	\$19,394,819	\$19,768,820
Energy Efficiency Programming Costs																					
<b>Total Expenses</b>	<b>\$82,577,443</b>	<b>\$162,116,767</b>	<b>\$252,349,831</b>	<b>\$262,924,440</b>	<b>\$271,834,028</b>	<b>\$280,758,650</b>	<b>\$289,330,388</b>	<b>\$295,153,945</b>	<b>\$309,932,277</b>	<b>\$326,849,957</b>	<b>\$346,237,187</b>	<b>\$367,164,181</b>	<b>\$390,590,503</b>	<b>\$404,242,354</b>	<b>\$416,883,567</b>	<b>\$429,780,769</b>	<b>\$443,966,976</b>	<b>\$458,326,548</b>	<b>\$473,163,520</b>	<b>\$488,116,502</b>	<b>\$504,600,100</b>
<b>Debt Service</b>	<b>\$0</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Revenue Requirement</b>	<b>\$82,577,443</b>	<b>\$167,605,774</b>	<b>\$257,838,838</b>	<b>\$268,413,446</b>	<b>\$277,323,035</b>	<b>\$286,247,656</b>	<b>\$289,330,388</b>	<b>\$295,153,945</b>	<b>\$309,932,277</b>	<b>\$326,849,957</b>	<b>\$346,237,187</b>	<b>\$367,164,181</b>	<b>\$390,590,503</b>	<b>\$404,242,354</b>	<b>\$416,883,567</b>	<b>\$429,780,769</b>	<b>\$443,966,976</b>	<b>\$458,326,548</b>	<b>\$473,163,520</b>	<b>\$488,116,502</b>	<b>\$504,600,100</b>
<b>Total Load, MWh</b>	<b>1,177,121</b>	<b>2,366,944</b>	<b>3,607,181</b>	<b>3,623,598</b>	<b>3,641,698</b>	<b>3,652,169</b>	<b>3,659,921</b>	<b>3,666,956</b>	<b>3,680,582</b>	<b>3,694,258</b>	<b>3,707,985</b>	<b>3,721,763</b>	<b>3,735,593</b>	<b>3,749,473</b>	<b>3,763,406</b>	<b>3,777,390</b>	<b>3,791,426</b>	<b>3,805,514</b>	<b>3,819,655</b>	<b>3,833,848</b>	<b>3,848,093</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (before Reserve Fund Adjustment)</b>																					
Average Contra Costa CCA generation	\$70.2	\$70.8	\$71.5	\$74.1	\$76.2	\$78.4	\$79.1	\$80.5	\$84.2	\$88.5	\$93.4	\$98.7	\$104.6	\$107.8	\$110.8	\$113.8	\$117.1	\$120.4	\$123.9	\$127.3	\$131.1
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$93.8</b>	<b>\$89.9</b>	<b>\$94.3</b>	<b>\$90.6</b>	<b>\$92.7</b>	<b>\$94.1</b>	<b>\$93.6</b>	<b>\$93.1</b>	<b>\$93.3</b>	<b>\$96.4</b>	<b>\$100.4</b>	<b>\$104.6</b>	<b>\$109.7</b>	<b>\$110.9</b>	<b>\$112.4</b>	<b>\$114.4</b>	<b>\$117.1</b>	<b>\$120.4</b>	<b>\$123.9</b>	<b>\$127.3</b>	<b>\$131.1</b>
<b>PG&amp;E average gen rate for CCA load, \$/MWh</b>	<b>\$101.5</b>	<b>\$105.7</b>	<b>\$106.6</b>	<b>\$112.7</b>	<b>\$115.5</b>	<b>\$113.8</b>	<b>\$113.3</b>	<b>\$109.2</b>	<b>\$113.2</b>	<b>\$119.2</b>	<b>\$126.3</b>	<b>\$134.2</b>	<b>\$144.0</b>	<b>\$146.7</b>	<b>\$151.0</b>	<b>\$155.7</b>	<b>\$160.8</b>	<b>\$165.0</b>	<b>\$170.5</b>	<b>\$176.0</b>	<b>\$182.5</b>
<b>Reserve Fund Adjustment</b>																					
Target	\$12,386,616	\$25,140,866	\$38,675,826	\$40,262,017	\$41,598,455	\$42,937,148	\$43,399,558	\$44,273,092	\$46,489,842	\$49,027,494	\$51,935,578	\$55,074,627	\$58,588,575	\$60,636,353	\$62,532,535	\$64,467,115	\$66,595,046	\$68,748,982	\$70,974,528	\$73,217,475	\$75,690,015
<b>Reserve Fund Adjustment</b>																					
Potential Reserve potential	\$9,037,817	\$37,373,117	\$44,318,310	\$79,873,437	\$82,994,739	\$72,190,684	\$72,076,358	\$58,860,584	\$73,135,250	\$84,142,452	\$96,221,651	\$110,201,860	\$128,194,145	\$134,215,487	\$145,270,805	\$156,288,619	\$165,801,447	\$169,687,264	\$178,229,235	\$186,523,044	\$197,789,460
Potential Reserve additions	\$9,037,817	\$16,103,049	\$13,534,960	\$1,586,191	\$1,336,438	\$1,338,693	\$462,410	\$873,533	\$2,216,750	\$2,537,652	\$2,908,084	\$3,139,049	\$3,513,948	\$2,047,778	\$1,896,182	\$1,934,580	\$2,127,931	\$2,153,936	\$2,225,546	\$2,242,947	\$2,472,540
Subtractions from reserve fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Reserve fund total</b>	<b>\$9,037,817</b>	<b>\$25,140,866</b>	<b>\$38,675,826</b>	<b>\$40,262,017</b>	<b>\$41,598,455</b>	<b>\$42,937,148</b>	<b>\$43,399,558</b>	<b>\$44,273,092</b>	<b>\$46,489,842</b>	<b>\$49,027,494</b>	<b>\$51,935,578</b>	<b>\$55,074,627</b>	<b>\$58,588,575</b>	<b>\$60,636,353</b>	<b>\$62,532,535</b>	<b>\$64,467,115</b>	<b>\$66,595,046</b>	<b>\$68,748,982</b>	<b>\$70,974,528</b>	<b>\$73,217,475</b>	<b>\$75,690,015</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (with Reserve Fund Adjustment)</b>																					
Rate adjustment from Reserve Fund	\$7.7	\$6.8	\$3.8	\$0.4	\$0.4	\$0.4	\$0.1	\$0.2	\$0.6	\$0.7	\$0.8	\$0.8	\$0.9	\$0.5	\$0.5	\$0.5	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6
Average Contra Costa CCA rate	\$77.8	\$77.6	\$75.2	\$74.5	\$76.5	\$78.7	\$79.2	\$80.7	\$84.8	\$89.2	\$94.2	\$99.5	\$105.5	\$108.4	\$111.3	\$114.3	\$117.7	\$121.0	\$124.5	\$127.9	\$131.8
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$101.5</b>	<b>\$96.7</b>	<b>\$98.1</b>	<b>\$91.1</b>	<b>\$93.1</b>	<b>\$94.4</b>	<b>\$93.8</b>	<b>\$93.4</b>	<b>\$93.9</b>	<b>\$97.1</b>	<b>\$101.2</b>	<b>\$105.5</b>	<b>\$110.6</b>	<b>\$111.5</b>	<b>\$112.9</b>	<b>\$114.9</b>	<b>\$117.7</b>	<b>\$121.0</b>	<b>\$124.5</b>	<b>\$127.9</b>	<b>\$131.8</b>
<i>Note: Reserve fund revenue is used to reduce CCA rates if (i) CCA rates are lower than PG&amp;E rates or (ii) the reserve fund reaches the ceiling of half a year of expenses</i>																					
<b>Contra Costa CCA CO2 emissions</b>																					
Emissions (Tonnes/MWh)	0.04	0.03	0.02	0.02	0.02	0.02	0.02	0.04	0.05	0.05	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total emissions (Tonnes)	48,104	76,449	70,394	71,051	71,298	72,351	73,983	158,002	195,517	194,741	195,332	196,074	197,642	162,803	163,997	165,333	166,460	167,595	168,634	170,197	171,328

# Scenario 2

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>Expenses</b>																					
Cost of Power (including losses)	\$75,667,208	\$155,562,573	\$244,603,605	\$253,936,224	\$262,178,133	\$270,821,465	\$279,147,605	\$288,420,808	\$302,569,437	\$318,621,199	\$336,840,252	\$356,586,893	\$378,456,407	\$388,844,347	\$399,378,659	\$410,314,502	\$421,560,027	\$432,993,327	\$444,699,721	\$456,541,793	\$469,291,025
O&M/A&G Costs	\$9,081,989	\$11,047,477	\$14,037,456	\$14,312,982	\$14,596,957	\$14,871,929	\$15,146,845	\$15,425,482	\$15,722,408	\$16,025,074	\$16,333,641	\$16,648,197	\$16,968,859	\$17,295,746	\$17,628,978	\$18,314,999	\$18,668,042	\$19,027,938	\$19,394,819	\$19,768,820	
Energy Efficiency Programming Costs																					
<b>Total Expenses</b>	<b>\$84,749,197</b>	<b>\$166,610,049</b>	<b>\$258,641,061</b>	<b>\$268,249,207</b>	<b>\$276,775,090</b>	<b>\$285,693,394</b>	<b>\$294,294,450</b>	<b>\$303,846,289</b>	<b>\$318,291,846</b>	<b>\$334,646,273</b>	<b>\$353,173,892</b>	<b>\$373,235,090</b>	<b>\$395,425,266</b>	<b>\$406,140,093</b>	<b>\$417,007,637</b>	<b>\$428,283,180</b>	<b>\$439,875,026</b>	<b>\$451,661,369</b>	<b>\$463,727,659</b>	<b>\$475,936,612</b>	<b>\$489,059,845</b>
<b>Debt Service</b>	<b>\$0</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$5,489,006</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Revenue Requirement</b>	<b>\$84,749,197</b>	<b>\$172,099,056</b>	<b>\$264,130,067</b>	<b>\$273,738,213</b>	<b>\$282,264,096</b>	<b>\$291,182,400</b>	<b>\$294,294,450</b>	<b>\$303,846,289</b>	<b>\$318,291,846</b>	<b>\$334,646,273</b>	<b>\$353,173,892</b>	<b>\$373,235,090</b>	<b>\$395,425,266</b>	<b>\$406,140,093</b>	<b>\$417,007,637</b>	<b>\$428,283,180</b>	<b>\$439,875,026</b>	<b>\$451,661,369</b>	<b>\$463,727,659</b>	<b>\$475,936,612</b>	<b>\$489,059,845</b>
<b>Total Load, MWh</b>	<b>1,177,121</b>	<b>2,366,944</b>	<b>3,607,181</b>	<b>3,623,598</b>	<b>3,641,698</b>	<b>3,652,169</b>	<b>3,659,921</b>	<b>3,666,956</b>	<b>3,680,582</b>	<b>3,694,258</b>	<b>3,707,985</b>	<b>3,721,763</b>	<b>3,735,593</b>	<b>3,749,473</b>	<b>3,763,406</b>	<b>3,777,390</b>	<b>3,791,426</b>	<b>3,805,514</b>	<b>3,819,655</b>	<b>3,833,848</b>	<b>3,848,093</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (before Reserve Fund Adjustment)</b>																					
Average Contra Costa CCA generation	\$72.0	\$72.7	\$73.2	\$75.5	\$77.5	\$79.7	\$80.4	\$82.9	\$86.5	\$90.6	\$95.2	\$100.3	\$105.9	\$108.3	\$110.8	\$113.4	\$116.0	\$118.7	\$121.4	\$124.1	\$127.1
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$95.7</b>	<b>\$91.8</b>	<b>\$96.1</b>	<b>\$92.1</b>	<b>\$94.1</b>	<b>\$95.4</b>	<b>\$95.0</b>	<b>\$95.5</b>	<b>\$95.6</b>	<b>\$98.5</b>	<b>\$102.2</b>	<b>\$106.2</b>	<b>\$111.0</b>	<b>\$111.4</b>	<b>\$112.5</b>	<b>\$114.0</b>	<b>\$116.0</b>	<b>\$118.7</b>	<b>\$121.4</b>	<b>\$124.1</b>	<b>\$127.1</b>
<b>PG&amp;E average gen rate for CCA load, \$/MWh</b>	<b>\$101.5</b>	<b>\$105.7</b>	<b>\$106.6</b>	<b>\$112.7</b>	<b>\$115.5</b>	<b>\$113.8</b>	<b>\$113.3</b>	<b>\$109.2</b>	<b>\$113.2</b>	<b>\$119.2</b>	<b>\$126.3</b>	<b>\$134.2</b>	<b>\$144.0</b>	<b>\$146.7</b>	<b>\$151.0</b>	<b>\$155.7</b>	<b>\$160.8</b>	<b>\$165.0</b>	<b>\$170.5</b>	<b>\$176.0</b>	<b>\$182.5</b>
<b>Reserve Fund Adjustment</b>																					
Target	\$12,712,380	\$25,814,858	\$39,619,510	\$41,060,732	\$42,339,614	\$43,677,360	\$44,144,167	\$45,576,943	\$47,743,777	\$50,196,941	\$52,976,084	\$55,985,264	\$59,313,790	\$60,921,014	\$62,551,146	\$64,242,477	\$65,981,254	\$67,749,205	\$69,559,149	\$71,390,492	\$73,358,977
<b>Reserve Fund Adjustment</b>																					
Potential Reserve potential	\$6,866,063	\$32,879,835	\$38,027,080	\$74,548,670	\$78,053,677	\$67,255,940	\$67,112,296	\$50,168,239	\$64,775,682	\$76,346,136	\$89,284,946	\$104,130,951	\$123,359,382	\$132,317,748	\$145,146,736	\$157,786,207	\$169,893,397	\$176,352,443	\$187,665,096	\$198,702,934	\$213,329,715
Potential Reserve additions	\$6,866,063	\$18,948,796	\$13,804,652	\$1,441,222	\$1,278,883	\$1,337,746	\$466,807	\$1,432,776	\$2,166,833	\$2,453,164	\$2,779,143	\$3,009,180	\$3,328,526	\$1,607,224	\$1,630,132	\$1,691,331	\$1,738,777	\$1,767,951	\$1,809,944	\$1,831,343	\$1,968,485
Subtractions from reserve fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Reserve fund total</b>	<b>\$6,866,063</b>	<b>\$25,814,858</b>	<b>\$39,619,510</b>	<b>\$41,060,732</b>	<b>\$42,339,614</b>	<b>\$43,677,360</b>	<b>\$44,144,167</b>	<b>\$45,576,943</b>	<b>\$47,743,777</b>	<b>\$50,196,941</b>	<b>\$52,976,084</b>	<b>\$55,985,264</b>	<b>\$59,313,790</b>	<b>\$60,921,014</b>	<b>\$62,551,146</b>	<b>\$64,242,477</b>	<b>\$65,981,254</b>	<b>\$67,749,205</b>	<b>\$69,559,149</b>	<b>\$71,390,492</b>	<b>\$73,358,977</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (with Reserve Fund Adjustment)</b>																					
Rate adjustment from Reserve Fund	\$5.8	\$8.0	\$3.8	\$0.4	\$0.4	\$0.4	\$0.1	\$0.4	\$0.6	\$0.7	\$0.7	\$0.8	\$0.9	\$0.4	\$0.4	\$0.4	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5
Average Contra Costa CCA rate	\$77.8	\$80.7	\$77.1	\$75.9	\$77.9	\$80.1	\$80.5	\$83.3	\$87.1	\$91.2	\$96.0	\$101.1	\$106.7	\$108.7	\$111.2	\$113.8	\$116.5	\$119.2	\$121.9	\$124.6	\$127.6
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$101.5</b>	<b>\$99.8</b>	<b>\$99.9</b>	<b>\$92.5</b>	<b>\$94.4</b>	<b>\$95.8</b>	<b>\$95.1</b>	<b>\$95.9</b>	<b>\$96.1</b>	<b>\$99.2</b>	<b>\$103.0</b>	<b>\$107.1</b>	<b>\$111.9</b>	<b>\$111.9</b>	<b>\$112.9</b>	<b>\$114.4</b>	<b>\$116.5</b>	<b>\$119.2</b>	<b>\$121.9</b>	<b>\$124.6</b>	<b>\$127.6</b>
<i>Note: Reserve fund revenue is used to reduce CCA rates if (i) CCA rates are lower than PG&amp;E rates or (ii) the reserve fund reaches the ceiling of half a year of expenses.</i>																					
<b>Contra Costa CCA CO2 emissions</b>																					
Emissions (Tonnes/MWh)	0.04	0.03	0.02	0.02	0.02	0.02	0.02	0.04	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total emissions (Tonnes)	48,104	76,449	70,394	71,051	71,298	72,351	73,983	158,002	195,517	194,741	179,036	161,586	144,182	144,830	145,465	146,223	146,793	147,369	147,857	148,803	149,369



# Scenario 3

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>Expenses</b>																					
Cost of Power (including losses)	\$73,821,840	\$152,481,196	\$241,777,679	\$253,556,146	\$264,094,600	\$275,032,738	\$285,950,513	\$294,594,258	\$312,594,056	\$333,441,830	\$353,576,083	\$374,999,146	\$398,607,664	\$412,772,050	\$425,891,475	\$439,246,520	\$452,905,747	\$466,709,445	\$480,979,253	\$495,335,405	\$511,232,007
O&M/A&G Costs	\$9,081,989	\$11,047,477	\$14,037,456	\$14,312,982	\$14,596,957	\$14,871,929	\$15,146,845	\$15,425,482	\$15,722,408	\$16,025,074	\$16,333,641	\$16,648,197	\$16,968,859	\$17,295,746	\$17,628,978	\$17,968,678	\$18,314,999	\$18,668,042	\$19,027,938	\$19,394,819	\$19,768,820
Energy Efficiency Programming Costs																					
<b>Total Expenses</b>	<b>\$82,903,829</b>	<b>\$163,528,673</b>	<b>\$255,815,136</b>	<b>\$267,869,129</b>	<b>\$278,691,558</b>	<b>\$289,904,667</b>	<b>\$301,097,358</b>	<b>\$310,019,739</b>	<b>\$328,316,464</b>	<b>\$349,466,905</b>	<b>\$369,909,723</b>	<b>\$391,647,343</b>	<b>\$415,576,523</b>	<b>\$430,067,796</b>	<b>\$443,520,453</b>	<b>\$457,215,198</b>	<b>\$471,220,746</b>	<b>\$485,377,487</b>	<b>\$500,007,190</b>	<b>\$514,730,224</b>	<b>\$531,000,828</b>
Debt Service	\$0	\$5,489,006	\$5,489,006	\$5,489,006	\$5,489,006	\$5,489,006	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue Requirement</b>	<b>\$82,903,829</b>	<b>\$169,017,679</b>	<b>\$261,304,142</b>	<b>\$273,358,135</b>	<b>\$284,180,564</b>	<b>\$295,393,673</b>	<b>\$301,097,358</b>	<b>\$310,019,739</b>	<b>\$328,316,464</b>	<b>\$349,466,905</b>	<b>\$369,909,723</b>	<b>\$391,647,343</b>	<b>\$415,576,523</b>	<b>\$430,067,796</b>	<b>\$443,520,453</b>	<b>\$457,215,198</b>	<b>\$471,220,746</b>	<b>\$485,377,487</b>	<b>\$500,007,190</b>	<b>\$514,730,224</b>	<b>\$531,000,828</b>
<b>Total Load, MWh</b>	<b>1,177,121</b>	<b>2,366,944</b>	<b>3,607,181</b>	<b>3,623,598</b>	<b>3,641,698</b>	<b>3,652,169</b>	<b>3,659,921</b>	<b>3,666,956</b>	<b>3,680,582</b>	<b>3,694,258</b>	<b>3,707,985</b>	<b>3,721,763</b>	<b>3,735,593</b>	<b>3,749,473</b>	<b>3,763,406</b>	<b>3,777,390</b>	<b>3,791,426</b>	<b>3,805,514</b>	<b>3,819,655</b>	<b>3,833,848</b>	<b>3,848,093</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (before Reserve Fund Adjustment)</b>																					
Average Contra Costa CCA generation	\$70.4	\$71.4	\$72.4	\$75.4	\$78.0	\$80.9	\$82.3	\$84.5	\$89.2	\$94.6	\$99.8	\$105.2	\$111.2	\$114.7	\$117.9	\$121.0	\$124.3	\$127.5	\$130.9	\$134.3	\$138.0
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$94.1</b>	<b>\$90.5</b>	<b>\$95.3</b>	<b>\$92.0</b>	<b>\$94.6</b>	<b>\$96.6</b>	<b>\$96.8</b>	<b>\$97.2</b>	<b>\$98.3</b>	<b>\$102.6</b>	<b>\$106.8</b>	<b>\$111.2</b>	<b>\$116.4</b>	<b>\$117.8</b>	<b>\$119.5</b>	<b>\$121.6</b>	<b>\$124.3</b>	<b>\$127.5</b>	<b>\$130.9</b>	<b>\$134.3</b>	<b>\$138.0</b>
<b>PG&amp;E average gen rate for CCA load, \$/MWh</b>	<b>\$101.5</b>	<b>\$105.7</b>	<b>\$106.6</b>	<b>\$112.7</b>	<b>\$115.5</b>	<b>\$113.8</b>	<b>\$113.3</b>	<b>\$109.2</b>	<b>\$113.2</b>	<b>\$119.2</b>	<b>\$126.3</b>	<b>\$134.2</b>	<b>\$144.0</b>	<b>\$146.7</b>	<b>\$151.0</b>	<b>\$155.7</b>	<b>\$160.8</b>	<b>\$165.0</b>	<b>\$170.5</b>	<b>\$176.0</b>	<b>\$182.5</b>
<b>Reserve Fund Adjustment</b>																					
Target	\$12,435,574	\$25,352,652	\$39,195,621	\$41,003,720	\$42,627,085	\$44,309,051	\$45,164,604	\$46,502,961	\$49,247,470	\$52,420,036	\$55,486,459	\$58,747,101	\$62,336,479	\$64,510,169	\$66,528,068	\$68,582,280	\$70,683,112	\$72,806,623	\$75,001,079	\$77,209,534	\$79,650,124
<b>Reserve Fund Adjustment</b>																					
Potential Reserve potential	\$8,711,430	\$35,961,212	\$40,853,005	\$74,928,748	\$76,137,209	\$63,044,667	\$60,309,388	\$43,994,789	\$54,751,063	\$61,525,504	\$72,549,115	\$85,718,698	\$103,208,125	\$108,390,045	\$118,633,920	\$128,854,190	\$138,547,677	\$142,636,325	\$151,385,564	\$159,909,323	\$171,388,732
Potential Reserve additions	\$8,711,430	\$16,641,221	\$13,842,969	\$1,808,099	\$1,623,364	\$1,681,966	\$855,553	\$1,338,357	\$2,744,509	\$3,172,566	\$3,066,423	\$3,260,643	\$3,589,377	\$2,173,691	\$2,017,899	\$2,054,212	\$2,100,832	\$2,123,511	\$2,194,456	\$2,208,455	\$2,440,591
Subtractions from reserve fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Reserve fund total</b>	<b>\$8,711,430</b>	<b>\$25,352,652</b>	<b>\$39,195,621</b>	<b>\$41,003,720</b>	<b>\$42,627,085</b>	<b>\$44,309,051</b>	<b>\$45,164,604</b>	<b>\$46,502,961</b>	<b>\$49,247,470</b>	<b>\$52,420,036</b>	<b>\$55,486,459</b>	<b>\$58,747,101</b>	<b>\$62,336,479</b>	<b>\$64,510,169</b>	<b>\$66,528,068</b>	<b>\$68,582,280</b>	<b>\$70,683,112</b>	<b>\$72,806,623</b>	<b>\$75,001,079</b>	<b>\$77,209,534</b>	<b>\$79,650,124</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (with Reserve Fund Adjustment)</b>																					
Rate adjustment from Reserve Fund	\$7.4	\$7.0	\$3.8	\$0.5	\$0.4	\$0.5	\$0.2	\$0.4	\$0.7	\$0.9	\$0.8	\$0.9	\$1.0	\$0.6	\$0.5	\$0.5	\$0.6	\$0.6	\$0.6	\$0.6	\$0.6
Average Contra Costa CCA rate	\$77.8	\$78.4	\$76.3	\$75.9	\$78.5	\$81.3	\$82.5	\$84.9	\$89.9	\$95.5	\$100.6	\$106.1	\$112.2	\$115.3	\$118.4	\$121.6	\$124.8	\$128.1	\$131.5	\$134.8	\$138.6
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$101.5</b>	<b>\$97.5</b>	<b>\$99.1</b>	<b>\$92.5</b>	<b>\$95.1</b>	<b>\$97.0</b>	<b>\$97.1</b>	<b>\$97.5</b>	<b>\$99.0</b>	<b>\$103.4</b>	<b>\$107.6</b>	<b>\$112.1</b>	<b>\$117.3</b>	<b>\$118.4</b>	<b>\$120.1</b>	<b>\$122.2</b>	<b>\$124.8</b>	<b>\$128.1</b>	<b>\$131.5</b>	<b>\$134.8</b>	<b>\$138.6</b>
<i>Note: Reserve fund revenue is used to reduce CCA rates if (i) CCA rates are lower than PG&amp;E rates or (ii) the reserve fund reaches the ceiling of half a year of expenses.</i>																					
<b>Contra Costa CCA CO2 emissions</b>																					
Emissions (Tonnes/MWh)	0.04	0.03	0.02	0.02	0.02	0.02	0.02	0.04	0.05	0.05	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total emissions (Tonnes)	48,104	76,449	70,394	71,051	71,298	72,351	73,983	158,002	195,517	194,741	195,332	196,074	197,642	162,803	163,997	165,333	166,460	167,595	168,634	170,197	171,328

# Scenario 4

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
<b>Expenses</b>																					
Cost of Power (including losses)	\$76,298,847	\$158,353,376	\$251,613,719	\$264,966,652	\$277,857,664	\$291,930,494	\$307,270,279	\$327,315,270	\$351,172,361	\$379,984,062	\$400,711,371	\$422,894,433	\$448,135,664	\$459,135,226	\$470,252,191	\$481,804,642	\$493,681,157	\$505,723,842	\$518,057,626	\$530,499,789	\$543,962,195
O&M/A&G Costs	\$9,081,989	\$11,047,477	\$14,037,456	\$14,312,962	\$14,596,957	\$14,871,929	\$15,146,845	\$15,425,482	\$15,722,408	\$16,025,074	\$16,333,641	\$16,648,197	\$16,968,859	\$17,295,746	\$17,628,978	\$17,968,678	\$18,314,999	\$18,668,042	\$19,027,938	\$19,394,819	\$19,768,820
Energy Efficiency Programming Costs																					
<b>Total Expenses</b>	<b>\$85,380,836</b>	<b>\$169,400,852</b>	<b>\$265,651,176</b>	<b>\$279,279,634</b>	<b>\$292,454,621</b>	<b>\$306,802,423</b>	<b>\$322,417,124</b>	<b>\$342,740,752</b>	<b>\$366,894,769</b>	<b>\$396,009,136</b>	<b>\$417,045,012</b>	<b>\$439,542,630</b>	<b>\$465,104,523</b>	<b>\$476,430,971</b>	<b>\$487,881,169</b>	<b>\$499,773,320</b>	<b>\$511,996,156</b>	<b>\$524,391,884</b>	<b>\$537,085,564</b>	<b>\$549,894,608</b>	<b>\$563,731,016</b>
Debt Service	\$0	\$5,489,006	\$5,489,006	\$5,489,006	\$5,489,006	\$5,489,006	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue Requirement</b>	<b>\$85,380,836</b>	<b>\$174,889,859</b>	<b>\$271,140,182</b>	<b>\$284,768,640</b>	<b>\$297,943,628</b>	<b>\$312,291,430</b>	<b>\$322,417,124</b>	<b>\$342,740,752</b>	<b>\$366,894,769</b>	<b>\$396,009,136</b>	<b>\$417,045,012</b>	<b>\$439,542,630</b>	<b>\$465,104,523</b>	<b>\$476,430,971</b>	<b>\$487,881,169</b>	<b>\$499,773,320</b>	<b>\$511,996,156</b>	<b>\$524,391,884</b>	<b>\$537,085,564</b>	<b>\$549,894,608</b>	<b>\$563,731,016</b>
<b>Total Load, MWh</b>	<b>1,177,121</b>	<b>2,366,944</b>	<b>3,607,181</b>	<b>3,623,598</b>	<b>3,641,698</b>	<b>3,652,169</b>	<b>3,659,921</b>	<b>3,666,956</b>	<b>3,680,582</b>	<b>3,694,258</b>	<b>3,707,985</b>	<b>3,721,763</b>	<b>3,735,593</b>	<b>3,749,473</b>	<b>3,763,406</b>	<b>3,777,390</b>	<b>3,791,426</b>	<b>3,805,514</b>	<b>3,819,655</b>	<b>3,833,848</b>	<b>3,848,093</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (before Reserve Fund Adjustment)</b>																					
Average Contra Costa CCA generation	\$72.5	\$73.9	\$75.2	\$78.6	\$81.8	\$85.5	\$88.1	\$93.5	\$99.7	\$107.2	\$112.5	\$118.1	\$124.5	\$127.1	\$129.6	\$132.3	\$135.0	\$137.8	\$140.6	\$143.4	\$146.5
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$96.2</b>	<b>\$93.0</b>	<b>\$98.0</b>	<b>\$95.1</b>	<b>\$98.4</b>	<b>\$101.2</b>	<b>\$102.7</b>	<b>\$106.1</b>	<b>\$108.8</b>	<b>\$115.2</b>	<b>\$119.5</b>	<b>\$124.1</b>	<b>\$129.6</b>	<b>\$130.2</b>	<b>\$131.3</b>	<b>\$132.9</b>	<b>\$135.0</b>	<b>\$137.8</b>	<b>\$140.6</b>	<b>\$143.4</b>	<b>\$146.5</b>
<b>PG&amp;E average gen rate for CCA load, \$/MWh</b>	<b>\$101.5</b>	<b>\$105.7</b>	<b>\$106.6</b>	<b>\$112.7</b>	<b>\$115.5</b>	<b>\$113.8</b>	<b>\$113.3</b>	<b>\$109.2</b>	<b>\$113.2</b>	<b>\$119.2</b>	<b>\$126.3</b>	<b>\$134.2</b>	<b>\$144.0</b>	<b>\$146.7</b>	<b>\$151.0</b>	<b>\$155.7</b>	<b>\$160.8</b>	<b>\$165.0</b>	<b>\$170.5</b>	<b>\$176.0</b>	<b>\$182.5</b>
<b>Reserve Fund Adjustment</b>																					
Target	\$12,807,125	\$26,233,479	\$40,671,027	\$42,715,296	\$44,691,544	\$46,843,714	\$48,362,569	\$51,411,113	\$55,034,215	\$59,401,370	\$62,556,752	\$65,931,394	\$69,765,678	\$71,464,646	\$73,182,175	\$74,965,998	\$76,799,423	\$78,658,783	\$80,562,835	\$82,484,191	\$84,559,652
<b>Reserve Fund Adjustment</b>																					
Potential Reserve potential	\$6,234,424	\$30,089,033	\$31,016,965	\$63,518,242	\$62,374,145	\$46,146,910	\$38,989,622	\$11,273,777	\$16,172,758	\$14,983,272	\$25,413,827	\$37,823,411	\$53,680,125	\$62,026,869	\$74,273,204	\$86,296,068	\$97,772,267	\$103,621,928	\$114,307,191	\$124,744,938	\$138,658,544
Potential Reserve additions	\$6,234,424	\$19,999,055	\$14,437,549	\$2,044,269	\$1,976,248	\$2,152,170	\$1,518,854	\$3,048,544	\$3,623,103	\$4,367,155	\$3,155,381	\$3,374,643	\$3,834,284	\$1,698,967	\$1,717,530	\$1,783,823	\$1,833,425	\$1,859,359	\$1,904,052	\$1,921,357	\$2,075,461
Subtractions from reserve fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Reserve fund total</b>	<b>\$6,234,424</b>	<b>\$26,233,479</b>	<b>\$40,671,027</b>	<b>\$42,715,296</b>	<b>\$44,691,544</b>	<b>\$46,843,714</b>	<b>\$48,362,569</b>	<b>\$51,411,113</b>	<b>\$55,034,215</b>	<b>\$59,401,370</b>	<b>\$62,556,752</b>	<b>\$65,931,394</b>	<b>\$69,765,678</b>	<b>\$71,464,646</b>	<b>\$73,182,175</b>	<b>\$74,965,998</b>	<b>\$76,799,423</b>	<b>\$78,658,783</b>	<b>\$80,562,835</b>	<b>\$82,484,191</b>	<b>\$84,559,652</b>
<b>Contra Costa CCA Customer Charges, \$/MWh (with Reserve Fund Adjustment)</b>																					
Rate adjustment from Reserve Fund	\$5.3	\$8.4	\$4.0	\$0.6	\$0.5	\$0.6	\$0.4	\$0.8	\$1.0	\$1.2	\$0.9	\$0.9	\$1.0	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5
Average Contra Costa CCA rate	\$77.8	\$82.3	\$79.2	\$79.2	\$82.4	\$86.1	\$88.5	\$94.3	\$100.7	\$108.4	\$113.3	\$119.0	\$125.5	\$127.5	\$130.1	\$132.8	\$135.5	\$138.3	\$141.1	\$143.9	\$147.0
PG&E average exit fees for CCA load	\$23.7	\$19.1	\$22.9	\$16.6	\$16.6	\$15.7	\$14.6	\$12.6	\$9.1	\$8.0	\$7.0	\$6.0	\$5.1	\$3.1	\$1.7	\$0.6	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total CCA customer rate</b>	<b>\$101.5</b>	<b>\$101.4</b>	<b>\$102.0</b>	<b>\$95.7</b>	<b>\$98.9</b>	<b>\$101.8</b>	<b>\$103.1</b>	<b>\$106.9</b>	<b>\$109.7</b>	<b>\$116.3</b>	<b>\$120.3</b>	<b>\$125.0</b>	<b>\$130.6</b>	<b>\$130.6</b>	<b>\$131.8</b>	<b>\$133.4</b>	<b>\$135.5</b>	<b>\$138.3</b>	<b>\$141.1</b>	<b>\$143.9</b>	<b>\$147.0</b>
<i>Note: Reserve fund revenue is used to reduce CCA rates if (i) CCA rates are lower than PG&amp;E rates or (ii) the reserve fund reaches the ceiling of half a year of expenses.</i>																					
<b>Contra Costa CCA CO2 emissions</b>																					
Emissions (Tonnes/MWh)	0.04	0.03	0.02	0.02	0.02	0.02	0.02	0.04	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total emissions (Tonnes)	48,104	76,449	70,394	71,051	71,298	72,351	73,983	158,002	195,517	194,741	179,036	161,586	144,182	144,830	145,465	146,223	146,793	147,369	147,857	148,803	149,369

## **Appendix H. MCE and EBCE's Joint Power Agreements**

# **MARIN CLEAN ENERGY**

## **ADDENDUM NO. 4 TO THE REVISED COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT**

**TO ADDRESS MCE EXPANSION TO THE CITIES  
OF AMERICAN CANYON, CALISTOGA,  
LAFAYETTE, NAPA, SAINT HELENA, WALNUT  
CREEK, AND THE TOWN OF YOUNTVILLE**



**April 21, 2016**

For copies of this document contact Marin Clean Energy in San Rafael, California or visit [www.mcecleanenergy.org](http://www.mcecleanenergy.org)

## **Table of Contents**

CHAPTER 1 – <b>Introduction</b> .....	2
CHAPTER 2 – <b>Changes to Address MCE Expansion</b> .....	4
Aggregation Process .....	5
Program Phase-In .....	6
Sales Forecast .....	7
Financial Plan .....	11
Expansion Addendum Appendices .....	11

## ***CHAPTER 1 – Introduction***

The purpose of this document is to make certain revisions to the Marin Clean Energy Implementation Plan and Statement of Intent in order to address the expansion of Marin Clean Energy (“MCE”) to the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek, and the Town of Yountville. MCE is a public agency that was formed in December 2008 for purposes of implementing a community choice aggregation (“CCA”) program and other energy-related programs targeting significant greenhouse gas emissions (“GHG”) reductions. At that time, the Member Agencies of MCE included eight of the twelve municipalities located within the geographic boundaries of Marin County: the cities/towns of Belvedere, Fairfax, Mill Valley, San Anselmo, San Rafael, Sausalito and Tiburon and the County of Marin (together the “Members” or “Member Agencies”). In anticipation of CCA program implementation and in compliance with state law, MCE submitted the Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent (“Implementation Plan”) to the California Public Utilities Commission (“CPUC” or “Commission”) on December 9, 2009. Consistent with its expressed intent, MCE successfully launched its CCA program, Marin Clean Energy (“MCE” or “Program”), on May 7, 2010 and has been serving customers since that time.

During the second half of 2011, four additional municipalities within Marin County, the cities of Novato and Larkspur and the towns of Ross and Corte Madera, joined MCE, and a revised Implementation Plan reflecting updates related to said expansion was filed with the CPUC on December 3, 2011.

Subsequently, the City of Richmond, located in Contra Costa County, joined MCE, and a revised Implementation Plan reflecting updates related to this expansion was filed with the CPUC on July 6, 2012.

A revision to MCE’s Implementation Plan was then filed with the Commission on November 6, 2012 to ensure compliance with Commission Decision 12-08-045, which was issued on August 31, 2012. In Decision 12-08-045, the Commission directed existing CCA programs to file revised Implementation Plans to conform to the privacy rules in Attachment B of this Decision.

During 2015, the County of Napa and the Cities of Benicia, El Cerrito, and San Pablo joined MCE; service was extended to customers in unincorporated Napa County during February, 2015 and to customers in Benicia, El Cerrito and San Pablo during May, 2015. To address the anticipated effects of these expansions, MCE filed with the Commission a revision to its Implementation Plan on July 18, 2014 to address expansion to the County of Napa (the Commission subsequently certified this revision on September 15, 2014); following this revision, MCE submitted Addendum #1 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of San Pablo (Addendum #1) on September 25, 2014 (the Commission subsequently certified Addendum #1 on October 29, 2014); and Addendum #2 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of Benicia (Addendum #2) on November 21, 2014 (the Commission subsequently certified Addendum #2 on December 1, 2014); and Addendum #3 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of El Cerrito (Addendum #3) on January 8, 2015 (the Commission subsequently certified Addendum #3 on January 16, 2015)

Numerous communities continue to contact MCE regarding membership opportunities, including specific requests to join MCE and initiate related CCA service within these various jurisdictions. In response to these inquiries, MCE's governing board adopted Policy 007, which establishes a formal process and specific criteria for new member additions. In particular, this policy identifies several threshold requirements, including the specification that any prospective member evaluation demonstrate rate-related savings (based on prevailing market prices for requisite energy products at the time of each analysis) as well as environmental benefits (as measured by anticipated reductions in greenhouse gas emissions and increased renewable energy sales to CCA customers) before proceeding with expansion activities, including the filing of related revisions/addenda to this Implementation Plan. As MCE receives new membership requests, staff will follow the prescribed evaluative process of Policy 007 and will present related results at future public meetings. To the extent that membership evaluations demonstrate favorable results and any new community completes the process of joining MCE, this Implementation Plan will be revised through a related addendum, highlighting key impacts and consequences associated with the addition of such new community/communities.

The MCE program now provides electric generation service to approximately 170,000 customers, including a cross section of residential and commercial accounts. During its more than five-year operating history, non-member municipalities have monitored MCE progress, evaluating the potential opportunity for membership, which would enable customer choice with respect to electric generation service. In response to public interest and MCE's successful operational track record, the each of Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville requested MCE membership, consistent with MCE Policy 007, and adopted the requisite ordinance for joining MCE. MCE's Board of Directors approved the membership requests at a duly noticed public meeting on April 21, 2016 through the approval of Resolution No. 2016-01.

This Addendum No. 4 to the Marin Clean Energy Community Choice Aggregation Implementation Plan and Statement of Intent ("Addendum No. 3") describes MCE's expansion plans to include the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville. According to the Commission, the Energy Division is required to receive and review a revised MCE implementation plan reflecting changes/consequences of additional members. With this in mind, MCE has reviewed its revised Implementation Plan, which was filed with the Commission on July 18, 2014, as well as previous Addendums, and has identified certain information that requires updating to reflect the changes and consequences of adding the new municipalities as well as other forecast modifications reflecting the most recent historical electric energy use within MCE's existing service territory. This Addendum No. 4 reflects pertinent changes related to the new member additions as well as projections that account for MCE's planned expansion and recent operations. This document format, including references to MCE's most recent Implementation Plan revision (filed with the Commission on July 18, 2014 and certified by the Commission on September 15, 2014), which is incorporated by reference and attached hereto as Appendix D, addresses all requirements identified in PU Code Section 366.2(c)(4), including universal access, reliability, equitable treatment of all customer classes and any requirements established by state law or by the CPUC concerning aggregated service, while streamlining public review of pertinent changes related to MCE expansion.

## ***CHAPTER 2 – Changes to Address MCE Expansion to the Cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek, and the Town of Yountville***

This Addendum No. 4 addresses the anticipated impacts of MCE’s planned expansion to the Cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek, and the Town of Yountville, as well as other forecast modifications reflecting the most recent historical electric energy use within MCE’s existing service territory. As a result of these member additions, certain assumptions regarding MCE’s future operations have changed, including customer energy requirements, peak demand, renewable energy purchases, revenues and expenses as well as various other items. The following section highlights pertinent changes related to this planned expansion. To the extent that certain details related to membership expansion are not specifically discussed within this Addendum No. 4, MCE represents that such information shall remain unchanged relative to the July 18, 2014 Implementation Plan revision, which was certified by the Commission on September 15, 2014.

With regard to the defined terms Members and Member Agencies, the following communities are now signatories to the MCE Joint Powers Agreement and represent MCE’s current membership:

<b>Member Agencies</b>
City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Mill Valley
County of Marin
City of Napa
County of Napa
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
City of Walnut Creek
Town of Yountville

Throughout this document, use of the terms Members and Member Agencies shall now include the aforementioned communities. To the extent that discussion addresses the process of aggregation and MCE organization, each of these communities is now an MCE Member and its electric customers will be offered CCA service consistent with the noted phase-in schedule.

**Aggregation Process**



MCE’s aggregation process was discussed in Chapter 2 of MCE’s July 18, 2014 Revised Implementation Plan. This first paragraph of Chapter 2 is replaced in its entirety with the following verbiage:

As previously noted, MCE successfully launched its CCA Program, MCE, on May 7, 2010 after meeting applicable statutory requirements and in consideration of planning elements described in its initial Implementation Plan. At this point in time, MCE plans to expand agency membership to include the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville. These communities have requested MCE membership, and MCE’s Board of Directors subsequently approved the membership requests at a duly noticed public meeting on April 21, 2016.

***Program Phase-In***

Program phase-in was discussed in Chapter 5 of MCE’s July 18, 2014 Revised Implementation Plan. Chapter 5 is replaced in its entirety with the following verbiage:

MCE will continue to phase-in the customers of its CCA Program as communicated in this Implementation Plan. To date, six phases have been successfully implemented, and a seventh phase will commence in September 2016. The seventh phase will now include service commencement to customers located within the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville, as reflected in the following table.

MCE Phase No.	Status & Description of Phase	Implementation Date
Phase 1	<b>Complete:</b> MCE Member (municipal) accounts & a subset of residential, commercial and/or industrial accounts, comprising approximately 20 percent of total customer load within MCE’s original Member Agencies.	May 7, 2010
Phase 2	<b>Complete:</b> Additional commercial and residential accounts, comprising approximately 20 percent of total customer load within MCE’s original Member Agencies (incremental addition to Phase 1).	August 2011
Phase 3	<b>Complete:</b> Remaining accounts within Marin County.	July 2012
Phase 4	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the City of Richmond.	July 2013
Phase 5	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the unincorporated areas of Napa County, subject to economic and operational constraints.	February 2015

MCE Phase No.	Status & Description of Phase	Implementation Date
Phase 6	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the City of San Pablo, the City of Benicia and the City of El Cerrito, subject to economic and operational constraints.	May 2015
Phase 7	<b>September 2016:</b> Residential, commercial, agricultural, and street lighting accounts within the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville, subject to economic and operational constraints.	September 2016

This approach has provided MCE with the ability to start slow, addressing any problems or unforeseen challenges on a small manageable program before gradually building to full program integration for an expected customer base of approximately 256,000 accounts, following completion of Phase 7 customer enrollments. This approach has also allowed MCE and its energy supplier(s) to address all system requirements (billing, collections, payments) under a phase-in approach to minimize potential exposure to uncertainty and financial risk by “walking” prior to ultimately “running”. The Board may evaluate other phase-in options based on then-current market conditions, statutory requirements and regulatory considerations as well as other factors potentially affecting the integration of additional customer accounts.

### ***Sales Forecast***

With regard to MCE’s sales forecast, which is addressed in Chapter 6, Load Forecast and Resource Plan, MCE assumes that total annual retail sales will increase to approximately 2,800 GWh following Phase 7 expansion. The following tables have also been updated to reflect the impacts of planned expansion to MCE’s new membership.

## Chapter 6, Resource Plan Overview

### Marin Clean Energy Proposed Resource Plan (GWH) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Demand (GWh)</b>										
Retail Demand	-91	-185	-570	-1,110	-1,252	-1,710	-2,103	-2,802	-2,816	-2,830
Distributed Generation	0	2	4	5	9	14	19	24	31	40
Energy Efficiency	0	0	0	0	1	1	22	31	43	58
Losses and UFE	-5	-11	-34	-66	-74	-102	-124	-165	-165	-164
<b>Total Demand</b>	<b>-97</b>	<b>-195</b>	<b>-601</b>	<b>-1,172</b>	<b>-1,315</b>	<b>-1,796</b>	<b>-2,185</b>	<b>-2,913</b>	<b>-2,906</b>	<b>-2,897</b>
<b>MCE Supply (GWh)</b>										
<u>Renewable Resources</u>										
Generation	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	23	50	289	564	645	927	1,130	1,602	1,695	1,784
<b>Total Renewable Resources</b>	<b>23</b>	<b>50</b>	<b>289</b>	<b>564</b>	<b>645</b>	<b>927</b>	<b>1,130</b>	<b>1,602</b>	<b>1,695</b>	<b>1,784</b>
<u>Conventional Resources</u>										
Generation	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	74	145	312	608	670	869	1,056	1,310	1,212	1,112
<b>Total Conventional Resources</b>	<b>74</b>	<b>145</b>	<b>312</b>	<b>608</b>	<b>670</b>	<b>869</b>	<b>1,056</b>	<b>1,310</b>	<b>1,212</b>	<b>1,112</b>
<b>Total Supply</b>	<b>97</b>	<b>195</b>	<b>601</b>	<b>1,172</b>	<b>1,315</b>	<b>1,796</b>	<b>2,185</b>	<b>2,913</b>	<b>2,906</b>	<b>2,897</b>
<b>Energy Open Position (GWh)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Chapter 6, Customer Forecast

### Marin Clean Energy Enrolled Retail Service Accounts Phase-In Period (End of Month)

	May-10	Aug-11	Jul-12	Jul-13	Feb-15	May-15	Sep-16
<b>MCE Customers</b>							
Residential	7,354	12,503	77,345	106,510	120,204	149,610	225,128
Commercial & Industrial	579	1,114	9,913	13,098	15,316	19,147	27,274
Street Lighting & Traffic	138	141	443	748	1,014	1,219	1,866
Ag & Pumping	-	<15	113	109	1,467	1,625	1,700
<b>Total</b>	<b>8,071</b>	<b>13,759</b>	<b>87,814</b>	<b>120,465</b>	<b>138,001</b>	<b>171,601</b>	<b>255,968</b>

### Marin Clean Energy Retail Service Accounts (End of Year) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Customers</b>										
Residential	7,354	12,503	77,345	106,510	106,510	149,610	225,128	225,128	226,254	227,385
Commercial & Industrial	579	1,114	9,913	13,098	13,098	19,147	27,274	27,274	27,410	27,547
Street Lighting & Traffic	138	141	443	748	748	1,219	1,866	1,866	1,875	1,885
Ag & Pumping	-	<15	113	109	109	1,625	1,700	1,700	1,709	1,717
<b>Total</b>	<b>8,071</b>	<b>13,759</b>	<b>87,814</b>	<b>120,465</b>	<b>120,465</b>	<b>171,601</b>	<b>255,968</b>	<b>255,968</b>	<b>257,248</b>	<b>258,534</b>

## Chapter 6, Sales Forecast

### Marin Clean Energy Energy Requirements (GWh) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Energy Requirements (GWh)</b>										
Retail Demand	91	185	570	1,110	1,252	1,710	2,103	2,802	2,816	2,830
Distributed Generation	0	-2	-4	-5	-9	-14	-19	-24	-31	-40
Energy Efficiency	0	0	0	0	-1	-1	-22	-31	-43	-58
Losses and UFE	5	11	34	66	74	102	124	165	165	164
<b>Total Load Requirement</b>	<b>97</b>	<b>195</b>	<b>601</b>	<b>1,172</b>	<b>1,315</b>	<b>1,796</b>	<b>2,185</b>	<b>2,913</b>	<b>2,906</b>	<b>2,897</b>

## Chapter 6, Capacity Requirements

### Marin Clean Energy Capacity Requirements (MW) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Demand (MW)</b>										
Retail Demand	28	46	182	233	234	318	447	499	501	504
Distributed Generation	-	(1)	(2)	(3)	(5)	(8)	(11)	(14)	(18)	(23)
Energy Efficiency	-	-	-	(0)	(0)	(0)	(5)	(7)	(10)	(13)
Losses and UFE	2	3	11	14	14	19	26	29	28	28
<b>Total Net Peak Demand</b>	<b>30</b>	<b>47</b>	<b>191</b>	<b>244</b>	<b>243</b>	<b>328</b>	<b>457</b>	<b>507</b>	<b>502</b>	<b>496</b>
Reserve Requirement (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Capacity Reserve Requirement	4	7	29	37	36	49	69	76	75	74
Capacity Requirement Including Reserve	34	55	220	281	279	377	526	583	578	571

## Chapter 6, Renewable Portfolio Standards Energy Requirements

### Marin Clean Energy RPS Requirements (MWh) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales	91,219	183,741	566,640	1,105,385	1,240,992	1,694,449	2,061,766	2,747,986	2,741,727	2,732,840
Baseline	-	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101
Incremental Procurement Target	18,244	18,504	76,580	107,749	48,218	125,511	120,635	226,515	53,145	52,080
Annual Procurement Target	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101	847,180
% of Current Year Retail Sales	20%	20%	20%	20%	22%	23%	25%	27%	29%	31%

**Marin Clean Energy**  
**RPS Requirements and Program Renewable Energy Targets**  
**(MWh)**  
**2010 to 2019**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales (MWh)	91,219	183,741	566,640	1,105,385	1,240,992	1,694,449	2,061,766	2,747,986	2,741,727	2,732,840
Annual RPS Target (Minimum MWh)	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101	847,180
Program Target (% of Retail Sales)	25%	27%	51%	51%	52%	55%	55%	58%	62%	65%
Program Renewable Target (MWh)	22,805	49,610	288,986	563,746	645,316	926,796	1,129,889	1,602,464	1,694,720	1,784,435
Surplus In Excess of RPS (MWh)	4,561	12,862	175,658	342,669	376,021	531,989	614,448	860,508	899,619	937,255
Annual Increase (MWh)	22,805	26,805	239,376	274,760	81,569	281,480	203,094	472,575	92,256	89,715

## Chapter 6, Energy Efficiency

**Marin Clean Energy**  
**Energy Efficiency Savings Goals**  
**(GWh)**  
**2010 to 2019**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Retail Demand	91	185	570	1,110	1,252	1,710	2,103	2,802	2,816	2,830
MCE Energy Efficiency Goal	0	0	0	0	-1	-1	-22	-31	-43	-58

## Chapter 6, Demand Response

**Marin Clean Energy**  
**Demand Response Goals**  
**(MW)**  
**2010 to 2019**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total Capacity Requirement (MW)	34	55	220	281	279	377	526	583	578	571
Greater Bay Area Capacity Requirement (MW)	5	9	35	44	44	40	56	62	61	61
Demand Response Target	-	-	-	-	-	-	-	7	14	29
Percentage of Local Capacity Requirement	0%	0%	0%	0%	0%	0%	0%	12%	23%	47%

## Chapter 6, Distributed Generation

**Marin Clean Energy**  
**Distributed Generation Projections**  
**(MW)**  
**to**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
DG Capacity	-	1	2	3	5	8	11	14	18	23

## Financial Plan

With regard to MCE's financial plan, which is addressed in Chapter 7, Financial Plan, MCE has updated its expected operating results, which now include projected impacts related to service expansion within MCE's new member communities. The following table reflects updated operating projections in consideration of these planned expansions.

### Chapter 7, CCA Program Implementation Feasibility Analysis

**Marin Clean Energy**  
**Summary of CCA Program Phase-In**  
**(January 2013 through December 2021)**

CATEGORY	2013	2014	2015	2016	2017	2018	2019	2020	2021
I. REVENUES FROM OPERATIONS (\$)									
ELECTRIC SALES REVENUE	79,097,747	96,963,884	135,021,092	169,271,724	216,452,212	213,543,823	214,611,542	220,764,561	228,524,436
LESS UNCOLLECTIBLE ACCOUNTS	(395,489)	(484,819)	(675,105)	(846,359)	(1,082,261)	(1,067,719)	(1,073,058)	(1,103,823)	(1,142,622)
LESS NET ENERGY METERING CREDITS	(314,809)	(385,916)	(546,879)	(362,202)	(425,212)	(427,338)	(429,475)	(431,621)	(433,781)
TOTAL REVENUES	78,702,259	96,479,065	134,345,986	168,425,365	215,369,951	212,476,104	213,538,484	219,660,739	227,381,813
II. COST OF OPERATIONS (\$)									
(A) ADMINISTRATIVE AND GENERAL (A&G)									
STAFFING	1,386,303	1,825,000	2,710,500	4,598,125	5,485,201	5,649,757	5,819,250	5,993,828	6,173,642
CONTRACT SERVICES	4,457,964	4,572,751	4,838,757	6,351,549	7,383,653	7,477,211	7,572,972	7,670,983	7,771,338
IOU FEES (INCLUDING BILLING)	584,729	660,114	877,953	1,101,770	1,444,734	1,495,516	1,548,084	1,602,499	1,658,827
OTHER A&G	302,806	373,125	610,500	519,624	472,850	486,017	499,579	513,549	527,937
SUBTOTAL A&G	6,731,802	7,430,990	9,037,711	12,571,067	14,786,438	15,108,502	15,439,885	15,780,858	16,131,744
(B) COST OF ENERGY	67,886,604	82,928,413	115,624,967	142,856,566	183,655,605	166,704,670	175,122,240	182,541,059	190,601,655
(C) DEBT SERVICE	1,195,162	1,195,162	2,450,457	455,000	455,000	455,000	455,000	455,000	455,000
TOTAL COST OF OPERATION	75,813,568	91,554,564	127,113,135	155,882,633	198,897,043	182,268,172	191,017,125	198,776,917	207,188,399
CCA PROGRAM SURPLUS/(DEFICIT)	2,888,691	4,924,500	7,232,851	12,542,733	16,472,908	30,207,932	22,521,359	20,883,822	20,193,415

## Expansion Addendum Appendices

Appendix A: Marin Clean Energy Resolution 2016-01

Appendix B: Joint Powers Agreement

Appendix C: Member Ordinances

Appendix D: Marin Clean Energy Revised Implementation Plan and Statement of Intent (July 18, 2014)

APR 21 2016

**MARIN CLEAN ENERGY**

**RESOLUTION NO. 2016-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF MCE APPROVING THE CITIES OF AMERICAN CANYON, CALISTOGA, LAFAYETTE, NAPA, ST. HELENA, WALNUT CREEK AND THE TOWN OF YOUNTVILLE AS MEMBERS OF MCE**

**WHEREAS**, 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 "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,

**WHEREAS**, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy ("MCE"), (formerly the Marin Energy Authority) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time ("MCE Joint Powers Agreement"); and,

**WHEREAS**, 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,

**WHEREAS**, MCE members include the following communities: the County of Marin, the City of Belvedere, the City of Benicia, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

**WHEREAS**, requested membership in MCE was made by the Cities of American Canyon and Calistoga on September 2, 2015, Lafayette on August 11, 2015, Napa on August 31, 2015, St. Helena on August 7, 2015, Walnut Creek on August 10, 2015 and the Town of Yountville on August 4, 2015; and,

**WHEREAS**, the ordinance approving membership in MCE was made by the Cities of American Canyon on November 17, 2015, Calistoga on November 3, 2015, Lafayette on March 14, 2015, Napa on February 2, 2016, St. Helena on January 12, 2016, Walnut Creek on March 15, 2016, and the Town of Yountville on March 15, 2016 and,

**WHEREAS**, the membership analyses for the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville was completed on April 8, 2016, and yielded a positive result,

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the Board of Directors of MCE that the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville are approved as members of MCE.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on the twenty-first day of April, 2016 by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere	✓			
City of Benicia	✓			
Town of Corte Madera	✓			
City of El Cerrito	✓			
Town of Fairfax	✓			
City of Larkspur				✓
County of Marin				✓
City of Mill Valley	✓			
County of Napa	✓			
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				✓

  
 \_\_\_\_\_  
 TOM BUTT, VICE CHAIR

ATTEST:

  
 \_\_\_\_\_  
 DAWN WEISZ, SECRETARY

**APPROVED**

APR 21 2016

**MARIN CLEAN ENERGY**



**APPENDIX B**  
**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**  
**As further amended by Amendment No. 10 dated April 21, 2016**

**Among The Following Parties:**

**City of American Canyon**  
**City of Belvedere**  
**City of Benicia**  
**City of Calistoga**  
**Town of Corte Madera**  
**City of El Cerrito**  
**Town of Fairfax**  
**City of Lafayette**  
**City of Larkspur**  
**City of Mill Valley**  
**City of Napa**  
**City of Novato**  
**City of Richmond**  
**Town of Ross**  
**Town of San Anselmo**  
**City of San Pablo**  
**City of San Rafael**  
**City of Sausalito**  
**City of St. Helena**  
**Town of Tiburon**  
**City of Walnut Creek**  
**Town of Yountville**  
**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 Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

Title: Mayor

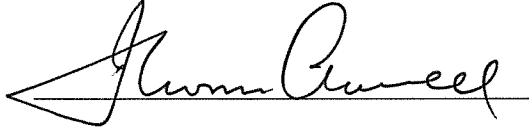
Date: 4.7.16

Party: City of American Canyon

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:

A handwritten signature in cursive script, appearing to read "Thomas Cromwell", written over a horizontal line.

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)

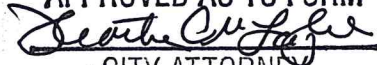
By: 

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 Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: Dylan Feik

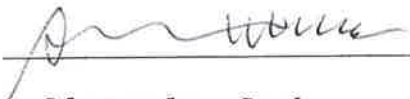
Title: City Manager

Date: April 7, 2016

Party: City of Calistoga

**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 Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: Mike Parness

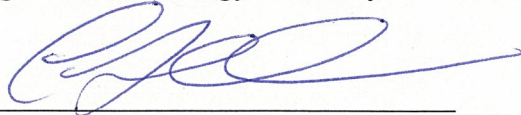
Title: City Manager

Date: 4-11-16

Party: City of Napa

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: CHARLES F. MCGEASHAN

Title: PRESIDENT, BD OF SUPERVISORS

Date: NOVEMBER 18 2008

Party: 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: 

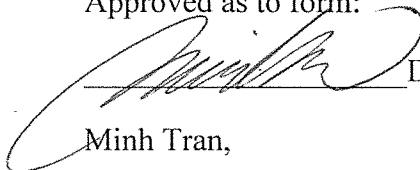
Name: Mark Luce,

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 Marin Clean Energy (formerly, Marin Energy Authority)

By: 


Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

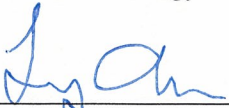
Party: City of Lafayette

Attest:

  
Joanne Robbins, City Clerk

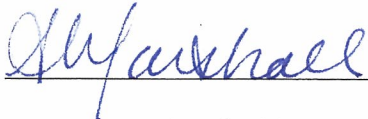
**ARTICLE 9  
SIGNATURE**

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

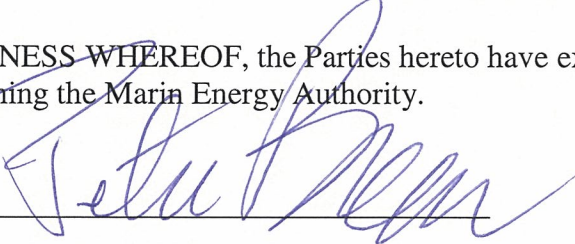
Title: Mayor

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

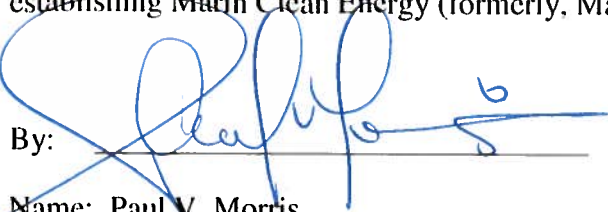
Date: January 9, 2009

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 Marin Clean Energy (formerly, Marin Energy Authority)

By: Alan Galbraith  
Name: Alan Galbraith  
Title: Mayor  
Date: 4/14/16

Party: City of St. Helena

**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

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Loella Haskeu

Name: LOELLA HASKEU

Title: MAYOR

Date: 4/13/16


Party: City of Walnut Creek



**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: Steven R. Rogers

Title: Town Manager

Date: 4/12/16

Party: Town of Yountville

**ORDINANCE NO. 2015-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM**

**WHEREAS**, the City of American Canyon has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

**WHEREAS**, 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 "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; and

**WHEREAS**, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, on February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

**WHEREAS**, in order to become a member of the MCE, the Act requires the City of American Canyon to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of American Canyon as follows:

**SECTION 1:** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of American Canyon's jurisdiction by and through the City of American Canyon's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 2:** This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after the adoption of this ordinance.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 3<sup>rd</sup> day of November, 2015 by the following vote:

AYES:	Council Members Bennett, Joseph, Ramos, Vice Mayor Leary and Mayor Garcia
NOES:	None
ABSTAIN:	None
ABSENT:	None

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 17<sup>th</sup> day of November, 2015 by the following vote:

AYES: Council Members Bennett, Joseph, Ramos, Vice Mayor Leary, Mayor Garcia  
NOES: None  
ABSTAIN: None  
ABSENT: None



Leon Garcia, Mayor

ATTEST:



Cherri Walton, CMC, Deputy City Clerk

APPROVED AS TO FORM:



William D. Ross, City Attorney

**CITY OF BELVEDERE**

**ORDINANCE NO. 2008-5**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELVEDERE  
APPROVING THE MARIN ENERGY AUTHORITY JOINT POWERS  
AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF  
A COMMUNITY CHOICE AGGREGATION PROGRAM**

---

**THE CITY COUNCIL OF THE CITY OF BELVEDERE DOES ORDAIN AS  
FOLLOWS:**

**SECTION 1.** The City of Belvedere has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

**SECTION 2.** 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 "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.

**SECTION 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the City has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

**SECTION 4.** On June 22, 2006, the City joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- A. The costs, benefits and risks of a CCA including legal liability issues.
- B. The governance and business planning of a CCA.
- C. The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- D. Public education.

**SECTION 5.** Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

**SECTION 6.** Representatives from the City along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement ("Joint Powers Agreement") (attached hereto as Exhibit A) in order to accomplish the following:

- A. To form a Joint Powers Authority (JPA) known as "Marin Energy."
- B. To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

**SECTION 7.** Representatives from the City along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

**SECTION 8.** A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

**SECTION 9.** As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- A. To provide greater levels of local involvement in and collaboration on energy decisions.
- B. To increase significantly the amount of renewable energy available to Marin customers.
- C. To provide initial price stability, long-term electricity cost savings and other benefits for the community.
- D. To reduce green house gases that are emitted by creating electricity for the community.

**SECTION 10.** The Act requires Community Choice Aggregation program participants to individually adopt an ordinance ("CCA Ordinance") electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

**SECTION 11.** The Joint Powers Agreement expressly allows the City to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

**SECTION 12.** A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

**SECTION 13.** Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the City's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

**SECTION 14.** This ordinance shall take effect and be in force thirty (30) days after the date of its passage. Within fifteen (15) days following its passage, a summary of the ordinance shall be published with the names of those city council members voting for and against the ordinance and the city clerk shall post in the office of the city clerk a certified copy of the full text of the adopted ordinance along with the names of the members voting for and against the ordinance.

**INTRODUCED AT A PUBLIC HEARING** on November 10, 2008, and adopted at a regular meeting of the Belvedere City Council on December 8, 2008, by the following vote:

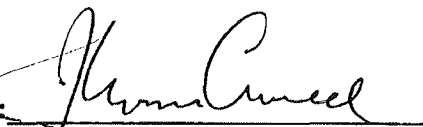
**AYES:** Gerald Butler, Sandra Donnell, John C. Telischak, and Mayor Thomas Cromwell

**NOES:** None

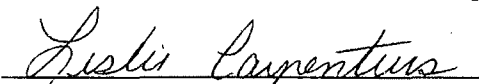
**ABSENT:** Barbara Morrison

**ABSTAIN:** None

**APPROVED:**

  
Thomas Cromwell, Mayor

**ATTEST:**

  
Leslie Carpentiers, Deputy City Clerk

**CITY OF BENICIA**

**ORDINANCE NO. 14-9**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN** as follows:

**Section 1.** The City of Benicia has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

**Section 2.** 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 "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).

**Section 3.** The 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 the Marin Energy Authority, was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**Section 4.** 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.

**Section 5.** 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.

**Section 6.** Based upon all of the above, the Council elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in Marin Clean Energy. The President of the Board of Directors is hereby authorized to execute the MCE Joint Powers Agreement.

**Section 7.** This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting

for and against the same in the Benicia Herald, a newspaper of general circulation published in the City of Benicia.

\*\*\*\*\*


On motion of Vice Mayor **Campbell**, seconded by Council Member **Schwartzman**, the foregoing Ordinance was introduced at a regular meeting of the City Council on the 4<sup>th</sup> day of November, 2014, and adopted at a regular meeting of the Council held on the 18<sup>th</sup> day of November, 2014, by the following vote:

Ayes: **Council Members Campbell, Schwartzman, Strawbridge, and Mayor Patterson**

Noes: **None**

Absent: **None**

Abstain: **Council Member Hughes**

  
Elizabeth Patterson, Mayor

Attest:

  
Lisa Wolfe, City Clerk

11-20-14  
Date



## ORDINANCE NO. 718

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALISTOGA APPROVING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM AND AUTHORIZING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT

**WHEREAS**, the City of Calistoga has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

**WHEREAS**, Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act") authorizes any California city 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

**WHEREAS**, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, on February 2, 2010 the California Public Utilities Commission certified MCE's "Implementation Plan," confirming MCE's compliance with the requirements of the Act; and

**WHEREAS**, participating in MCE will give city customers the choice of having 50% to 100% of their electricity supplied from renewable sources—such as wind, bioenergy, and hydroelectric—as compared to Calistoga's existing provider PG&E, whose energy mix in 2013 was about 22% from renewable sources, at rates that are competitive with PG&E.

**WHEREAS**, in order to become a member of MCE, the Act requires the City to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in MCE.

**NOW, THEREFORE, THE CALISTOGA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:**

#### **SECTION ONE**

**Findings.** The above recitals are incorporated herein as if set forth herein in full and each is relied upon independently by the City Council for its adoption of this ordinance.

#### **SECTION TWO**

Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Calistoga's jurisdiction by and through the City's participation in Marin Clean Energy.

**SECTION THREE**

The City Council hereby authorizes the Mayor to execute the MCE Joint Powers Agreement attached hereto as Exhibit A.

**SECTION FOUR**

**Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**SECTION FIVE**


**Effective Date.** This ordinance shall take effect on the later of (a) the date the MCE Board of Directors adopts a resolution adding the City of Calistoga as a member of MCE, or (b) 30 days after its passage. Before the expiration of fifteen (15) days after its passage, the ordinance shall be published in accordance with law in a newspaper of general circulation published and circulated in the city of Calistoga.

THIS ORDINANCE was introduced with the first reading waived at the City of Calistoga City Council meeting of the **20th day of October, 2015**, and was passed and adopted at a regular meeting of the Calistoga City Council **on November 3, 2015**, by the following vote:

**AYES:** Councilmember Kraus, Councilmember Lopez-Ortega,  
Councilmember Barnes and Mayor Canning  
**NOES:** None  
**ABSENT:** Vice Mayor Dunsford  
**ABSTAIN:** None

  
\_\_\_\_\_  
**Chris Canning, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Melissa Velasquez, Deputy City Clerk**

ORDINANCE NO. 930

ORDINANCE OF THE TOWN COUNCIL  
OF THE TOWN OF CORTE MADERA APPROVING THE  
MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM

The Town Council of the Town of Corte Madera ordains as follows:

SECTION 1. The Town of Corte Madera has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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).

SECTION 3. The Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, the Marin Energy Authority (MEA) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

SECTION 4. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MEA, confirming the MEA's compliance with the requirements of the Act.

SECTION 5. In order to become a member of the MEA, the Act requires the City/Town to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 6. Based upon all of the above, the Council elects to implement a Community Choice Aggregation program within the City's/Town's jurisdiction by and through the City's/Town's participation in the Marin Energy Authority. The Mayor is hereby authorized to execute the MEA Joint Powers Agreement.

SECTION 7. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this

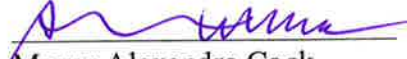
ordinance shall be published once with the names of the members of the Council voting for and against the same in the Twin Cities Times,, a newspaper of general circulation.

The foregoing ordinance was introduced at a meeting of the Town Council of the Town of Corte Madera held on November 1, 2011, and adopted at a meeting held on November 15, 2011, by the following vote:

AYES Councilmembers:      Cock, Condon, Lappert, Ravasio

NOES Councilmembers:      - None -

ABSENT Councilmembers: - None -

  
\_\_\_\_\_  
Mayor Alexandra Cock

ATTEST:

  
\_\_\_\_\_  
Christine Green, Town Clerk

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

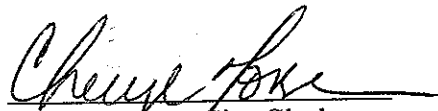
APPROVED:

  
Mark Friedman, Mayor

ATTEST:

  
Cheryl Morse, City Clerk

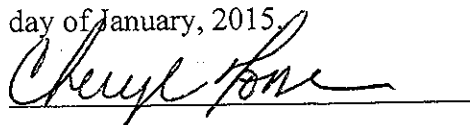
IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on January 6, 2015.

  
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 6<sup>th</sup> 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 6<sup>th</sup> day of January, 2015.

  
Cheryl Morse, City Clerk

ORDINANCE NO. 739

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX APPROVING  
THE MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT AND AUTHORIZING  
THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM

The Town Council of the Town of Fairfax ordains as follows:

SECTION 1. The Town of Fairfax has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the Town has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the Town joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 6. Representatives from the Town along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement ("Joint Powers Agreement") (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as "Marin Energy" and



(b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the Town along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions,
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long-term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the Town to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the Town’s jurisdiction by and through the Town’s participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the Town’s right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

SECTION 14. This ordinance shall take effect and be in force 30 days after its adoption.

Copies of the foregoing ordinance shall, within fifteen (15) days after its final passage and adoption, be posted in three public places in the Town of Fairfax, to wit: Bulletin Board, Fairfax Town Offices, Town Hall; Bulletin Board, Fairfax Post Office; and Bulletin Board, Fairfax Women's Club Building, which said places are hereby designated for that purpose.

The foregoing ordinance was duly and regularly introduced at a regular meeting of the Town Council of the Town of Fairfax held in said town on the 5<sup>th</sup> day of November, 2008, and thereafter adopted on the 19th day of November, 2008 by the following vote, to wit:

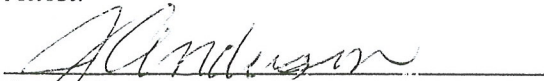
AYES: Bragman, Brandborg, Maggiore, Tremaine

NOES: None

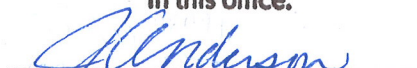
ABSENT: Weinsoff

  
MARY ANN MAGGIORE, MAYOR

Attest:

  
Town Clerk

**The foregoing document is a correct  
copy of the original on record  
in this office.**

  
City Clerk of the Town of Fairfax

**BEFORE THE CITY COUNCIL OF THE CITY OF LAFAYETTE**

**IN THE MATTER OF:**

An Ordinance of the City Council of the City of )  
Lafayette approving the Marin Clean Energy ) Ordinance 644  
Joint Powers Agreement and authorizing the )  
Implementation of a Community Choice )  
Aggregation Program )

**WHEREAS**, the City of Lafayette of has been actively investigating options to provide electric services to constituents within its service area since June 2014 with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company; and

**WHEREAS**, 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 "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

**WHEREAS**, on September 27, 2006, AB32 was signed into law establishing the goal of reducing the state's greenhouse gas emissions to 1990 levels by 2020; and

**WHEREAS**, on November 13, 2006, the Lafayette City Council adopted the Environmental Strategy which recognizes the importance of environmental sustainability and encourages community awareness, responsibility, participation, and education to promote an environmentally sustainable community; and

**WHEREAS**, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, 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

**WHEREAS**, the City of Lafayette is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, protection of the environment, and fully supports MCE's current electricity procurement plan, which targets more than 50% renewable energy content; and

**WHEREAS**, approximately 89-percent of housing in the City of Lafayette was built prior to Title 24 standards and is less energy efficient than newer construction; and

**WHEREAS**, in 2010, 22-percent of overall community wide greenhouse gas emissions in Lafayette was caused by energy use and Lafayette has a considerable opportunity to impact emissions through energy conservation, energy efficiency, and the use of renewable energy sources; and

**WHEREAS**, electricity in Lafayette is generated and provided by Pacific Gas and Electric Company (PG&E) and there is not presently an alternative provider in the City. PG&E is currently working to add more renewable energy to its power mix under California's renewable portfolio standard and is on track to have 33-percent renewables by the end of 2020; and

**WHEREAS**, the City finds it important that its customers- residents, businesses, and public facilities- have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the City of Lafayette finds that joining MCE will offer Lafayette customers choice in their power provider and will help Lafayette meet the state goal set out in AB32 and the goals outlined in the City's Environmental Strategy; and

**WHEREAS**, on August 10, 2015 the Lafayette City Council authorized a Letter of Intent to be sent to Marin Clean Energy requesting that they conduct a membership analysis for Lafayette; and

**WHEREAS**, in order to become a member of MCE, the MCE Joint Powers Agreement 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 MCE.

**THE CITY COUNCIL OF THE CITY OF LAFAYETTE DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City of Lafayette has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company.

**Section 2.** 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 "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).

**Section 3.** The Act expressly authorizes participation in CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time.

**Section 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**Section 5.** In order to become a member of MCE, the Act requires the City of Lafayette to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**Section 6.** Based upon all of the above, the City of Lafayette Council elects to implement a Community Choice Aggregation program within the City of Lafayette's jurisdiction by and through the City of Lafayette's participation in Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**Section 7.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**Section 8.** This ordinance shall take effect on the later of (a) the date the - Board of Directors of MCE adopts a Resolution adding the City/Town as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage.

**Section 9.** The City Clerk shall either (a) have this Ordinance published in a newspaper of general circulation once within fifteen (15) days after its adoption, or (b) have a summary of this Ordinance published twice in a newspaper of general circulation, once five (5) days before its adoption and again within fifteen (15) days after adoption.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Lafayette held on January 25, 2016, and adopted and ordered published at a meeting of the City Council held on March 14, 2016, by the following vote:

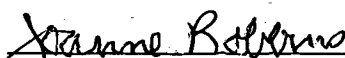
**AYES: Mitchell, B. Andersson, Reilly and Tatzin**

**NOES: None**


**ABSTAIN: None**

**ABSENT: M. Anderson**

ATTEST:

  
Joanne Robbins, City Clerk

APPROVED:

  
Mark Mitchell, Mayor

**ORDINANCE No. 980**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LARKSPUR  
APPROVING THE MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT  
AND AUTHORIZING THE IMPLEMENTATION OF A  
COMMUNITY CHOICE AGGREGATION PROGRAM**

The City Council of the City of Larkspur of hereby ordains as follows:

**SECTION 1.** The City of Larkspur has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

**SECTION 2.** 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 "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).

**SECTION 3.** The Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, the Marin Energy Authority (MEA) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**SECTION 4.** On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MEA, confirming the MEA's compliance with the requirements of the Act.


**SECTION 5.** In order to become a member of the MEA, the Act requires the City of Larkspur to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

**SECTION 6.** Based upon all of the above, the Council elects to implement a Community Choice Aggregation program within the City's/Town's jurisdiction by and through the City's/Town's participation in the Marin Energy Authority. The Mayor is hereby authorized to execute the MEA Joint Powers Agreement.

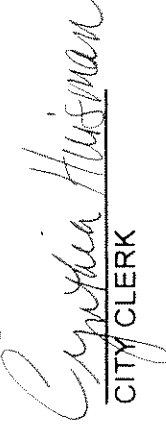
**SECTION 7.** This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, the ordinance or a summary thereof shall be published once in a newspaper of general circulation published and circulated in the City of Larkspur, along with the names of the members of the City Council voting for and against its passage.

**IT IS HEREBY CERTIFIED** that the foregoing ordinance was introduced at a meeting of the City of Larkspur Council of the City of Larkspur of held on October 5, 2011 and adopted at a meeting held on October 19, 2011, by the following vote, to wit:

AYES: COUNCILMEMBER: Chu, Hartzell, Hillmer, Rifkind  
NOES: COUNCILMEMBER: None  
ABSENT: COUNCILMEMBER: None  
ABSTAIN: COUNCILMEMBER: None

  
MAYOR

ATTEST:

  
CITY CLERK

**ORDINANCE NO. 1237**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MILL VALLEY APPROVING THE  
MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT  
AND AUTHORIZING THE IMPLEMENTATION OF  
A COMMUNITY CHOICE AGGREGATION PROGRAM**

---

The City Council of the City of Mill Valley ordains as follows:

SECTION 1. The City of Mill Valley has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the City has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the City joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 6. Representatives from the City along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and
- (b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the City along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority).

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions.
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long – term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the City to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.



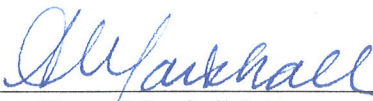
SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the City's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

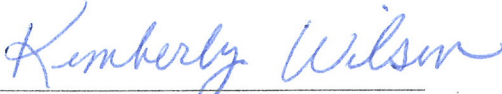
SECTION 14. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Mill Valley City Council on 17<sup>th</sup> day of November, 2008, and adopted at a regular meeting of the Mill Valley City Council on 1<sup>st</sup> day of December, 2008, by the following vote:

AYES: Councilmember Berman, Lion, Wachtel and Mayor Marshall  
NOES: None  
ABSTAIN: Councilmember Moulton-Peters  
ABSENT: None

  
Shawn Marshall, Mayor

ATTEST:

  
Kimberly Wilson, Deputy City Clerk

ORDINANCE O2016-3

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the City of Napa has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

WHEREAS, 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 "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; and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

WHEREAS, in order to become a member of the MCE, the Act requires the City of Napa to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Napa as follows:

**SECTION 1:** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Napa's jurisdiction by and through the City of Napa's participation in Marin Clean Energy. The City Manager is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 2: Severability.** If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid

or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**SECTION 3: Effective Date.** This Ordinance shall become effective on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City of Napa as a member of MCE, or (b) 30 days after the adoption of this ordinance.

City of Napa, a municipal corporation

MAYOR: 

ATTEST: 

FOR CITY CLERK OF THE CITY OF NAPA  
Lisa Blackmon, Deputy City Clerk

STATE OF CALIFORNIA }  
COUNTY OF NAPA } SS:  
CITY OF NAPA }


I, Dorothy Roberts, City Clerk of the City of Napa, do hereby certify that the foregoing Ordinance had its first reading and was introduced during the regular meeting of the City Council on the 19<sup>th</sup> day of January, 2016, and had its second reading and was adopted and passed during the regular meeting of the City Council on the 2nd day of February, 2016, by the following vote:

AYES: Inman, Luros, Mott, Sedgley, Techel  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:  Lisa Blackmon, Deputy City Clerk

FOR Dorothy Roberts  
City Clerk

Approved as to Form:



Michael W. Barrett  
City Attorney

## CITY COUNCIL OF THE CITY OF NOVATO

## ORDINANCE NO. 1565

AN ORDINANCE OF THE NOVATO CITY COUNCIL,  
APPROVING THE MARIN ENERGY AUTHORITY JOINT  
POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM

THE CITY COUNCIL OF THE CITY OF NOVATO DOES ORDAIN AS FOLLOWS:

SECTION 1: The City of Novato has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

SECTION 2: 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 "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).

SECTION 3: The Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, the Marin Energy Authority (MEA) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

SECTION 4: On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MEA, confirming the MEA's compliance with the requirements of the Act.

SECTION 5: In order to become a member of the MEA, the Act requires the City of Novato to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 6: Based upon all of the above, the Council elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in the Marin Energy Authority. The Mayor is hereby authorized to execute the MEA Joint Powers Agreement.

SECTION 7: Severability:

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

SECTION: Publication and Effective Date:

This ordinance shall be published in accordance with applicable provisions of law, by either:

publishing the entire ordinance once in the *Novato Advance*, a newspaper of general circulation, published in the City of Novato, within fifteen (15) days after its passage and adoption, or

publishing the title or appropriate summary in the *Novato Advance* at least five (5) days prior to adoption, and a second time within fifteen (15) days after its passage and adoption with the names of those City Councilmembers voting for and against the ordinance, and

This ordinance shall go into effect thirty (30) days after the date of its passage and adoption.

\* \* \* \* \*

THE FOREGOING ORDINANCE was first read at a regular meeting of the Novato City Council on the 27<sup>th</sup> day of September, 2011, and was passed and adopted at a regular meeting of the Novato City Council on the 11<sup>th</sup> day of October, 2011.

AYES: Councilmembers Athas, Dillon-Knutson, Kellner

NOES: Councilmembers Eklund, MacLeamy

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None



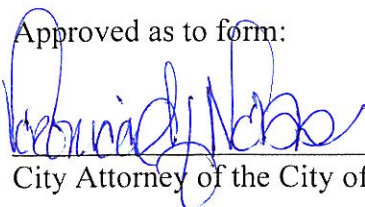
\_\_\_\_\_  
Mayor of the City of Novato

Attest:



\_\_\_\_\_  
City Clerk of the City of Novato

Approved as to form:



\_\_\_\_\_  
City Attorney of the City of Novato

**ORDINANCE NO. 03-12 N.S.**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND APPROVING  
THE MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT AND  
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM**

---

The City Council of the City of Richmond ordains as follows:

SECTION 1. The City of Richmond has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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).

SECTION 3. The Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, the Marin Energy Authority (MEA) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

SECTION 4. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MEA, confirming the MEA's compliance with the requirements of the Act.

SECTION 5. In order to become a member of the MEA, the Act requires the City of Richmond to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 6. Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Richmond's jurisdiction by and through the City of Richmond's participation in the Marin Energy Authority. The Mayor is hereby authorized to execute the MEA Joint Powers Agreement.

SECTION 7. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the City Council voting for and against the same in the West Contra Costa Times, a newspaper of general circulation published in Contra Costa County.

First read at a regular meeting of the Council of the City of Richmond, California, held May 15, 2012, and finally passed and adopted at a regular meeting thereof held June 19, 2012, by the following vote:

AYES: Councilmembers Beckles, Butt, Ritterman, Vice Mayor Rogers, and Mayor McLaughlin.  
NOES: Councilmembers Bates and Booze.  
ABSTENTIONS: None.  
ABSENT: None.

DIANE HOLMES  
CLERK OF THE CITY OF RICHMOND

(SEAL)

Approved:

GAYLE MCLAUGHLIN  
Mayor

Approved as to form:

BRUCE REED GOODMILLER  
City Attorney

**Certified as a True Copy**

DIANE HOLMES  
CLERK OF THE CITY OF RICHMOND, CALIF  
BY *Marula Wilson* DEPUTY

State of California }  
County of Contra Costa : ss.  
City of Richmond }

I certify that the foregoing is a true copy of Ordinance No. 03-12 N.S., finally passed and adopted by the City Council of the City of Richmond at a joint meeting held on June 19, 2012.

# **TOWN OF ROSS**

## **ORDINANCE NO. 612**

### **ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ROSS APPROVING THE MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM**

The Town Council of the Town of Ross ordains as follows:

SECTION 1. The Town of Ross has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the Town has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the Town joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by



which the California Public Utilities Commission will review “Implementation Plans,” which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 6. Representatives from the Town along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and
- (b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the Town along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions,
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long – term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the Town to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice

Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the Town's jurisdiction by and through the Town's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the Town's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

SECTION 14. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the county of Marin.

The foregoing ordinance was introduced at a meeting of the Town Council of the Town of Ross held on November 13, 2008, and adopted at a meeting held on December 11, 2008, by the following vote:

**AYES:** Council members Cahill, Hunter, Martin, Skall, Strauss


**NOES:**

**ABSENT:**

**ABSTAIN:**

  
\_\_\_\_\_  
William R. Cahill, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Gary Broad, Town Manager

ORDINANCE NO. 1067

ORDINANCE OF THE TOWN COUNCIL  
OF THE TOWN OF SAN ANSELMO APPROVING THE  
MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM

The Town Council of the Town of San Anselmo ordains as follows:

SECTION 1. The Town of San Anselmo has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the Town has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the Town joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 6. Representatives from the Town along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and
- (b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the Town along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions.
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long – term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the Town to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not

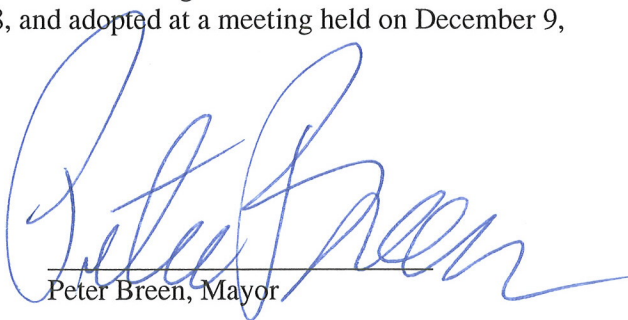
implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the Town's jurisdiction by and through the Town's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the Town's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

SECTION 14. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Marin IJ, a newspaper of general circulation published in the County of Marin.

The foregoing ordinance was introduced at a meeting of the Town Council of the Town of San Anselmo, held on November 25, 2008, and adopted at a meeting held on December 9, 2008, by the following vote:

AYES: Freeman, Greene, Thornton  
NOES: Breen, House  
ABSENT: None



Peter Breen, Mayor



Barbara Chambers, Town Clerk

## ORDINANCE 2014-010

### ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

The City Council of the City of San Pablo ordains as follows:

SECTION 1. The City of San Pablo has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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).

SECTION 3. The 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 the Marin Energy Authority, was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

SECTION 4. 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.

SECTION 5. 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.

SECTION 6. Based upon all of the above, the Council elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement at such time as the City Manager and City Attorney advise is optimal.

SECTION 7. This ordinance shall become effective thirty (30) days following its adoption and shall be published once within fifteen (15) days after adoption in the *West County Times*, a newspaper of general circulation in the City of San Pablo, or, in the alternative, the City Clerk may cause to be published a summary or display advertisement prepared by the City Attorney's office of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this ordinance. Within fifteen (15) days after adoption, a certified copy of

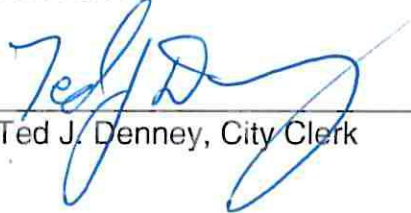
this ordinance together with the vote for and against, shall be posted in the office of the City Clerk.

\*\*\*\*\*

First read and introduced at a regular meeting of the City Council of the City of San Pablo on August 4, 2014, and finally passed and adopted at a regular meeting of said City Council held on September 15, 2014, by the following vote:

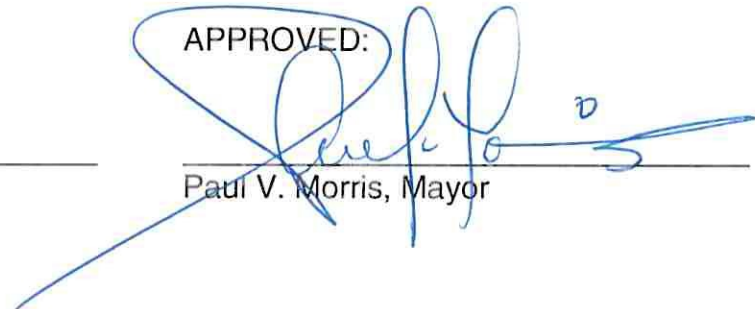
AYES:	COUNCILMEMBERS:	Calloway, Valdez, Kinney, Chao Rothberg and Morris
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:



Ted J. Denney, City Clerk

APPROVED:



Paul V. Morris, Mayor

ORDINANCE NO. 1871  
(Uncodified)

AN ORDINANCE OF THE CITY OF SAN RAFAEL  
APPROVING THE MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT AND  
AUTHORIZING THE IMPLEMENTATION OF  
A COMMUNITY CHOICE AGGREGATION PROGRAM

The City Council of the City of San Rafael does hereby ordain as follows:

SECTION 1. The City of San Rafael has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the City of San Rafael has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the City of San Rafael joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality within the County of Marin. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.



SECTION 6. Representatives from the City of San Rafael along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”, attached hereto as Exhibit A) in order to accomplish the following:

(a) To form a Joint Powers Authority (JPA) known as “Marin Energy Authority” and,

(b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the City of San Rafael along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

(a) To provide greater levels of local involvement in and collaboration on energy decisions.

(b) To increase significantly the amount of renewable energy available to Marin customers,

(c) To provide initial price stability, long – term electricity cost savings and other benefits for the community, and

(d) To reduce green house gases which are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the City of San Rafael to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program

unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the City Council of the City of San Rafael approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the City's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Vice Mayor is hereby authorized to execute the attached Joint Powers Agreement.

SECTION 14. A summary of this Ordinance shall be published and a certified copy of the full text of this Ordinance shall be posted in the office of the City Clerk at least five (5) days prior to the City Council meeting at which it is adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage, and the summary of this Ordinance shall be published within fifteen (15) days after the adoption, together with the names of the Councilmembers voting for or against same, in the Marin Independent Journal, a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California. Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this Ordinance along with the names of those Councilmembers voting for or against the Ordinance

  
CYR N. MILLER, Vice Mayor

ATTEST:

  
ESTHER BEIRNE, City Clerk

The foregoing Ordinance No. 1871 was read and introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 1<sup>st</sup> day of December, 2008 and ordered passed to print by the following vote, to wit:

AYES: Councilmembers: Brockbank, Connolly and Heller

NOES: Councilmembers: Vice-Mayor Miller

ABSENT: Councilmembers: Mayor Boro, due to potential conflict of interest.

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 15th day of December, 2008.

  
ESTHER BEIRNE, City Clerk

**ORDINANCE NO. 1193**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SAUSALITO APPROVING THE  
MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM**

---

The City Council of the City of Sausalito ordains as follows:

**SECTION 1.** The City of Sausalito has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

**SECTION 2.** 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 "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.

**SECTION 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the City has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within.

**SECTION 4.** On June 22, 2006, the City joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin Communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

**SECTION 5.** Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of community choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities commission will review “Implementation Plans”, which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

**SECTION 6.** Representatives from the City along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and
- (b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

**SECTION 7.** Representatives from the City along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Marin clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

**SECTION 8.** A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy authority as soon after the formation of the authority as reasonably practicable.

**SECTION 9.** As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy authority appears to provide a reasonable opportunity to accomplish all the following.

- (a) To provide greater levels of local involvement in and collaboration on energy decisions,
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long-term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

**SECTION 10.** The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

**SECTION 11.** The Joint Powers Agreement expressly allows the city to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

**SECTION 12.** A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

**SECTION 13.** Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the City's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

**SECTION 14.** This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names and the members of the Council voting for and against the same in the Marin Scope, a newspaper of general circulation published in the City of Sausalito.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Sausalito held on November 18, 2008, and adopted at meeting held on November 25, 2008, by the following vote:

AYES:	Councilmembers:	Albritton, Kelly, Leone, Weiner, and Mayor Belser
NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

  
\_\_\_\_\_  
MAYOR OF THE CITY OF SAUSALITO

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK

**CITY OF ST. HELENA**

**ORDINANCE NO. 2016-1**

**ORDINANCE OF CITY OF ST. HELENA APPROVING THE MARIN  
CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING  
THE IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM**

The City Council of the City of St. Helena ordains as follows:

**SECTION 1.** The City of St. Helena has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

**SECTION 2.** 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 "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.

**SECTION 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**SECTION 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**SECTION 5.** In order to become a member of the MCE, the Act requires the City of St. Helena to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**SECTION 6.** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of St. Helena's jurisdiction by and through the City of St. Helena's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 7.** This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names

of the members of the Council voting for and against the same in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

The foregoing ordinance was introduced at a meeting of the City Council of the City of St. Helena held on November 24, 2015, and adopted at a meeting held on January 12, 2016, by the following vote:

Mayor Galbraith:	<u>Yes</u>
Vice Mayor White:	<u>Yes</u>
Councilmember Crull:	<u>Absent</u>
Councilmember Dohring:	<u>Yes</u>
Councilmember Pitts:	<u>Yes</u>

APPROVED:

Alan Galbraith  
Alan Galbraith, Mayor

ATTEST:

Cindy Black  
Cindy Black, City Clerk





ORDINANCE NO. 513 N.S.

AN ORDINANCE OF THE TOWN COUNCIL  
OF THE TOWN OF TIBURON APPROVING THE  
MARIN ENERGY AUTHORITY  
JOINT POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A  
COMMUNITY CHOICE AGGREGATION PROGRAM

The Town Council of the Town of Tiburon ordains as follows:

SECTION 1. The Town of Tiburon has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. 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 "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.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the Town has been participating since 2003 in the evaluation of a CCA program for the County of Marin and the cities and towns within it.

SECTION 4. On June 22, 2006, the Town joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of the County of Marin and each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

SECTION 5. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.



SECTION 6. Representatives from the Town along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

(a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and

(b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 7. Representatives from the Town along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

SECTION 8. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 9. As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

(a) To provide greater levels of local involvement in and collaboration on energy decisions.

(b) To increase significantly the amount of renewable energy available to Marin customers,

(c) To provide initial price stability, long-term electricity cost savings and other benefits for the community, and

(d) To reduce green house gases that are emitted by creating electricity for the community.

SECTION 10. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

SECTION 11. The Joint Powers Agreement expressly allows the Town to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.

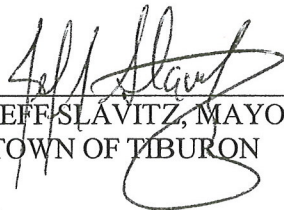
SECTION 12. A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established.

SECTION 13. Based upon all of the above, the Council approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the Town's jurisdiction by and through the Town's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the Town's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Mayor is hereby authorized to execute the attached Joint Powers Agreement.

SECTION 14. This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in a newspaper of general circulation published in the Town of Tiburon.

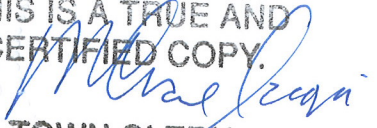
The foregoing ordinance was introduced at a meeting of the Town Council of the Town of Tiburon held on November 5, 2008, and adopted at a meeting held on November 19, 2008, by the following vote:

AYES:	COUNCILMEMBERS:	Berger, Fredericks, Gram, Slavitz
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Collins

  
\_\_\_\_\_  
JEFF SLAVITZ, MAYOR  
TOWN OF TIBURON

ATTEST:

  
\_\_\_\_\_  
DIANE CRANE-IACOPI, TOWN CLERK

THIS IS A TRUE AND  
CERTIFIED COPY.  
  
TOWN CLERK

\*  
**THE CITY OF WALNUT CREEK  
ORDINANCE NO. 2149**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK  
APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND  
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM**

The City Council of the City of Walnut Creek ordains as follows:

**Section 1.** The City of Walnut Creek has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

**Section 2.** 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 "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.

**Section 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**Section 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**Section 5.** In order to become a member of the MCE, the Act requires the City of Walnut Creek to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**Section 6.** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Walnut Creek's jurisdiction by and through the City of Walnut Creek's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**Section 7.** Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting. This Ordinance shall become effective on the 31<sup>st</sup> day after its adoption.

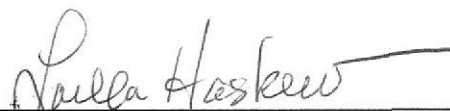
**PASSED AND ADOPTED** by the City Council of the City of Walnut Creek at a regular meeting thereof held on the 15<sup>th</sup> day of March, 2016 by the following called vote:

AYES:            Councilmembers:        Simmons, Carlston, Mayor Haskew

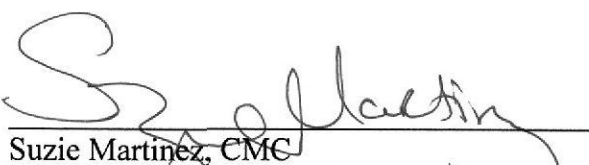
NOES: Councilmembers: Wedel

ABSTAIN: Councilmembers: Silva


ABSENT: Councilmembers: None

  
\_\_\_\_\_  
Loella Haskew  
Mayor of the City of Walnut Creek

Attest:

  
\_\_\_\_\_  
Suzie Martinez, CMC  
City Clerk of the City of Walnut Creek

**I HEREBY CERTIFY** the foregoing to be a true and correct copy of Ordinance No. 2149 duly passed and adopted by the City Council of Walnut Creek, County of Contra Costa, State of California, at a regular meeting of said Council held on the 15<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Suzie Martinez, CMC  
City Clerk of the City of Walnut Creek

**Town of Yountville**  
**Ordinance Number 16-448**

**Approving the Marin Clean Energy Joint Powers Agreement and Authorizing the Implementation of a Community Choice Aggregation Program**

---

**Recitals**

Whereas,

- A. The Town of Yountville has been actively investigating options to provide electric services to constituents within its service areas with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.
- B. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and business in a community-wide electricity aggregation program known as Community Choice Aggregation.
- C. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.
- D. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.
- E. During its January 26 regular meeting, the Yountville Go Green Team received presentations from representatives of MCE and unanimously recommended to the Town Council that the Town become a member of MCE.
- F. In order to become a member of the MCE, the Act requires the Town of Yountville to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

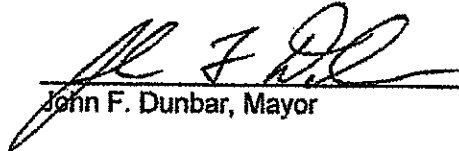
**Now therefore, the Town Council of the Town of Yountville does ordain as follows:**

- 1. Implement a Community Choice Aggregation program within the Town of Yountville's jurisdiction by and through the Town of Yountville's participation in the Marin Clean Energy.
- 2. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.
- 3. Effective Date. This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the Town of Yountville as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Yountville Sun, a newspaper of general circulation published in the Town of Yountville.
- 4. Posting. Within 15 days from the date of passage of this ordinance, the Town Clerk shall post a copy of the ordinance in accordance with California Government Code in at least three public places in the Town.

INTRODUCED by the Town Council on the first day of March 2016; and

PASSED AND ADOPTED at a regular meeting of the Town Council on the fifteenth day of March 2016 by the following vote:

AYES: DORENBECHER, HALL, DURHAM AND DUNBAR  
NOES: MOHLER  
ABSENT: NONE  
ABSTAIN: NONE

  
\_\_\_\_\_  
John F. Dunbar, Mayor

ATTEST:

TOWN OF YOUNTVILLE

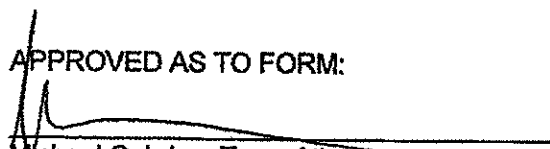
  
\_\_\_\_\_  
Julie Baldia, Deputy Town Clerk

I, JULIE BALDIA, DEPUTY TOWN CLERK of the Town of Yountville, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the Town Council on the first day of March, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the Town Council on the fifteenth day of March, 2016 by the following vote:

AYES: HALL, DORENBECHER, DURHAM AND DUNBAR  
NOES: MOHLER  
ABSENT:  
ABSTAIN:

  
\_\_\_\_\_  
Julie Baldia, Deputy Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Cobden, Town Attorney

**ORDINANCE NO. 3505**

**ORDINANCE OF THE MARIN COUNTY BOARD OF SUPERVISORS  
APPROVING THE MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT  
AND AUTHORIZING THE IMPLEMENTATION OF A  
COMMUNITY CHOICE AGGREGATION PROGRAM**

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN ORDAINS AS  
FOLLOWS:

**SECTION 1.** The County of Marin has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

**SECTION 2.** 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 "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.

**SECTION 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the County has been participating since 2003 in the evaluation of a CCA program for the County and the cities and towns within it.

**SECTION 4.** On June 22, 2006, the County of Marin joined a Local Government Task Force (LGTF), which was comprised of elected officials and representatives of each municipality in the County. The purpose of the LGTF was to jointly participate in the investigation of CCA for Marin communities and customers. The LGTF had five meetings with the final meeting taking place on March 6, 2008. The LGTF meetings looked at issues including:

- (a) The costs, benefits and risks of a CCA including legal liability issues.
- (b) The governance and business planning of a CCA.
- (c) The feasibility of a CCA and deciding whether to pursue formation of a countywide CCA organization.
- (d) Public education.

**SECTION 5.** Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the

Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

**SECTION 6.** Representatives from the County along with the other LGTF members have developed the Marin Energy Authority Joint Powers Agreement (“Joint Powers Agreement”) (attached hereto as Exhibit A) in order to accomplish the following:

- (a) To form a Joint Powers Authority (JPA) known as “Marin Energy” and
- (b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

**SECTION 7.** Representatives from the County along with the LGTF members have developed a Business Plan (attached hereto as Exhibit B that describes the formation of Marin Clean Energy and the Community Choice Aggregation program to be implemented by and through the Marin Energy Authority.

**SECTION 8.** A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the Marin Energy Authority as soon after the formation of the Authority as reasonably practicable.

**SECTION 9.** As described in the Business Plan, Community Choice Aggregation by and through the Marin Energy Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions.
- (b) To increase significantly the amount of renewable energy available to Marin customers,
- (c) To provide initial price stability, long – term electricity cost savings and other benefits for the community, and
- (d) To reduce green house gases that are emitted by creating electricity for the community.

**SECTION 10.** The Act requires Community Choice Aggregation program participants to individually adopt an ordinance (“CCA Ordinance”) electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the Marin Energy Authority.

**SECTION 11.** The Joint Powers Agreement expressly allows the County to withdraw its membership in the Marin Energy Authority (and its participation in the Community Choice Aggregation program) prior to the actual implementation of a Community Choice Aggregation program through Program Agreement 1.



**SECTION 12.** A city, town or county may not participate in the Marin Energy Joint Powers Authority without also participating in the Community Choice Aggregation program unless the Board of Directors of the Marin Energy Joint Powers Authority decides to not implement or operate a Community Choice Aggregation program after the Authority is established

**SECTION 13.** Based upon all of the above, the Board approves the Joint Powers Agreement attached hereto as Exhibit A and elects to implement a Community Choice Aggregation program within the County's jurisdiction by and through the County's participation in the Marin Energy Authority, as described in the Business Plan in substantially the form attached hereto as Exhibit B, and subject to the County's right to forego the actual implementation of a Community Choice Aggregation program pursuant to specified withdrawal rights described in the Joint Powers Agreement. The Chairman of the Board is hereby authorized to execute the attached Joint Powers Agreement.

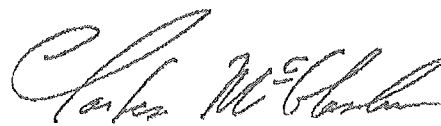
**SECTION 14.** This ordinance shall take effect and be in force 30 days after its adoption, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Marin held on this 18th day of November, 2008, by the following vote:

AYES: SUPERVISORS Steve Kinsey, Harold C. Brown, Jr., Judy Arnold,  
Susan L. Adams, Charles McGlashan

NOES: NONE

ABSENT: NONE



\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

  
\_\_\_\_\_  
CLERK

**ORDINANCE NO. 1391**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, APPROVING THE MARIN CLEAN ENERGY  
JOINT POWERS AGREEMENT AND AUTHORIZING THE  
IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM**

The Board of Supervisors of the County of Napa, State of California, ordains as follows:

**SECTION 1.** Napa County has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

**SECTION 2.** 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 "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").

**SECTION 3.** The 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 the Marin Energy Authority, was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time.

**SECTION 4.** 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.

**SECTION 5.** In order to become a member of MCE, the Act requires Napa County 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.

**SECTION 6.** Based upon all of the above, the Board elects to implement a Community Choice Aggregation program within the Unincorporated County's jurisdiction by and through the County's participation in Marin Clean Energy. The Chairman of the Board of Supervisors is hereby authorized to execute the MCE Joint Powers Agreement and any other related documents for program implementation.

**SECTION 7.** If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors of the County of Napa hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 8.** This Ordinance shall be effective thirty (30) days from and after the date of its passage.

**SECTION 9.** A summary of this Ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of Supervisors of the County of Napa, State of California, held on the 3<sup>rd</sup> day of June, 2014, and passed at a regular meeting of the Board of Supervisors of the


County of Napa, State of California, held on the 15<sup>th</sup> day of July, 2014, by the following vote:

AYES: SUPERVISORS WAGENKNECHT, CALDWELL and LUCE

NOES: SUPERVISORS DILLON AND DODD


ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

  
\_\_\_\_\_  
MARK LUCE, Chairman  
Napa County Board of Supervisors

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: 

<b>APPROVED AS TO FORM</b> Office of County Counsel	<b>Approved by the Napa County</b> Board of Supervisors
By: <u>Robert W. Paul</u> (by e-signature) Deputy County Counsel	Date: <u>7/15/14</u>
By: <u>Sue Ingalls</u> (by e-signature) County Code Services	Processed by:  _____ Deputy Clerk of the Board
Date: <u>May 19, 2014</u>	

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON May 22, 2014.

  
\_\_\_\_\_, DEPUTY  
GLADYS I. COIL, CLERK OF THE BOARD

# MARIN CLEAN ENERGY

## REVISED COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT



**July 18, 2014**

For copies of this document contact Marin Clean Energy in San Rafael, California or visit [www.mcecleanenergy.org](http://www.mcecleanenergy.org)

## Table of Contents

CHAPTER 1 – Introduction.....	3
Organization of this Implementation Plan.....	6
CHAPTER 2 – Aggregation Process.....	8
Introduction.....	8
Process of Aggregation.....	8
Consequences of Aggregation.....	9
Rate Impacts.....	9
Renewable Energy Impacts.....	9
Energy Efficiency Impacts.....	10
CHAPTER 3 – Organizational Structure.....	11
Organizational Overview.....	11
Governance.....	12
Officers.....	12
Committees.....	12
Addition/Termination of Participation.....	12
Agreements Overview.....	13
Joint Powers Agreement.....	13
Program Agreement No. 1.....	13
Agency Operations.....	14
Resource Planning.....	14
Portfolio Operations.....	14
Operations & Local Energy Programs.....	15
Rate Setting.....	16
Financial Management/Accounting.....	16
Customer Services.....	16
Legal and Regulatory Representation.....	17
Roles and Functions.....	17
Staffing.....	18
CHAPTER 4 – CCA Startup.....	20
Staffing Requirements.....	20
CHAPTER 5 – Program Phase-In.....	22
CHAPTER 6 - Load Forecast and Resource Plan.....	23
Introduction.....	23
Resource Plan Overview.....	24
Supply Requirements.....	25
Customer Participation Rates.....	25
Customer Forecast.....	26
Sales Forecast.....	27
Capacity Requirements.....	27
Renewable Portfolio Standards Energy Requirements.....	28
Basic RPS Requirements.....	28
MCE’s Renewable Portfolio Standards Requirement.....	29
Resources.....	29
Purchased Power.....	30
Renewable Resources.....	30

## APPENDIX D

Medium and Long-Term Renewable Potential .....	31
Energy Efficiency .....	31
Baseline Energy Efficiency Potential Estimates .....	32
CCA Program Energy Efficiency Goals.....	32
Demand Response .....	33
Distributed Generation .....	34
CHAPTER 7 – Financial Plan .....	36
Description of Cash Flow Analysis .....	36
Cost of CCA Program Operations .....	36
Revenues from CCA Program Operations.....	36
Cash Flow Analysis Results .....	37
CCA Program Implementation Feasibility Analysis .....	37
Marin Clean Energy Financings .....	38
CCA Program Start-up and Working Capital (Phases 1 and 2) .....	38
CCA Program Working Capital (Phase 3).....	38
CCA Program Working Capital (Phase 4).....	39
Renewable Resource Project Financing .....	39
CHAPTER 8 - Ratesetting and Program Terms and Conditions.....	40
Introduction.....	40
Rate Policies.....	40
Rate Competitiveness.....	40
Rate Stability.....	41
Equity among Customer Classes.....	41
Customer Understanding .....	41
Revenue Sufficiency .....	41
Rate Design.....	42
Net Energy Metering.....	42
Disclosure and Due Process in Setting Rates and Allocating Costs among Participants .....	42
CHAPTER 9 – Customer Rights and Responsibilities .....	44
Customer Notices .....	44
Termination Fee .....	45
Customer Confidentiality .....	46
Responsibility for Payment .....	46
Customer Deposits .....	46
CHAPTER 10 - Procurement Process.....	48
Introduction.....	48
Procurement Methods.....	48
Key Contracts .....	48
Electric Supply Contract .....	48
Data Management Contract .....	49
Electric Supply Procurement Process .....	50
Shell Energy North America.....	50
CHAPTER 11 – Contingency Plan for Program Termination .....	51
Introduction.....	51
Termination by Marin Clean Energy .....	51
Termination by Members .....	52
CHAPTER 12 – Appendices.....	53

**CHAPTER 1 – Introduction**

Marin Clean Energy (“MCE”; MCE was formerly known as the “Marin Energy Authority” or “MEA”), a public agency, was formed in December 2008 for the purposes of implementing a community choice aggregation (“CCA”) program and other energy-related programs targeting significant greenhouse gas emissions (“GHG”) reductions. At that time, the Member Agencies of MCE included eight of the twelve municipalities located within the geographic boundaries of Marin County: the cities/towns of Belvedere, Fairfax, Mill Valley, San Anselmo, San Rafael, Sausalito and Tiburon and the County of Marin (together the “Members” or “Member Agencies”). In anticipation of CCA program implementation and in compliance with state law, MCE submitted the Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent (“Implementation Plan”) to the California Public Utilities Commission (“CPUC” or “Commission”) on December 9, 2009. Consistent with its expressed intent, MCE successfully launched its CCA program, Marin Clean Energy (“MCE” or “Program”), on May 7, 2010 and has been successfully serving customers since that time.

During the second half of 2011, four additional municipalities within Marin County, the cities of Novato and Larkspur and the towns of Ross and Corte Madera, joined MCE, and a revised Implementation Plan reflecting updates related to said expansion was filed with the CPUC on December 3, 2011.

Subsequently, the City of Richmond, located in Contra Costa County, joined MCE, and a revised Implementation Plan reflecting updates related to this expansion was filed with the CPUC on July 6, 2012.

A revision to MCE’s Implementation Plan was then filed with the Commission on November 6, 2012 to ensure compliance with Commission Decision 12-08-045, which was issued on August 31, 2012. In Decision 12-08-045, the Commission directed existing CCA programs to file revised Implementation Plans to conform to the privacy rules in Attachment B of this Decision.

Since its expansion to the City of Richmond, numerous communities have contacted MCE regarding membership opportunities, including specific requests to join MCE and initiate related CCA service within these respective jurisdictions. In response to these inquiries, MCE’s governing board adopted Policy 007, which establishes a formal process and specific criteria for new member additions. In particular, this policy identifies several threshold requirements, including the specification that any prospective member evaluation demonstrate rate-related savings (based on prevailing market prices for requisite energy products at the time of each analysis) as well as environmental benefits (as measured by anticipated reductions in greenhouse gas emissions and increased renewable energy sales to CCA customers) before proceeding with expansion activities, including the filing of related revisions to this Implementation Plan. As MCE receives new membership requests, staff will follow the prescribed evaluative process of Policy 007 and will present related results at future public meetings. To the extent that membership evaluations demonstrate favorable results and any new community completes the process of joining MCE, this Implementation Plan will be



## APPENDIX D

revised through an amendment to highlight key impacts and consequences related to the addition of the new community/communities.

Also, consistent with MCE's mission statement, MCE launched its first energy efficiency portfolio in late 2012, initially providing multi-family energy efficiency services to MCE customers only. In early 2013, MCE launched a portfolio of energy efficiency programs available to all ratepayers in its service territory, not just MCE customers. Energy efficiency and other local programs continue to be a robust and growing portion of MCE's operating activities.

MCE gives electric customers of the Member Agencies an opportunity to procure electricity from competitive suppliers, with such electricity being delivered over PG&E's transmission and distribution system. To date, the electricity delivered to MCE customers has included over 27 percent Renewables Portfolio Standard ("RPS") qualifying renewable energy, an amount which has surpassed all reporting entities, including the incumbent utility. Over the course of MCE's phased implementation schedule, all current PG&E customers within MCE's service area will receive information describing the Program and will have multiple opportunities to express their desire to remain bundled customers of PG&E, in which case they will not be enrolled in the Program. Thus, participation in the CCA Program is completely voluntary; however, customers, as provided by law, will be automatically enrolled unless they affirmatively elect to opt-out of the CCA Program.

The MCE program has received considerable interest from other communities in response to its innovative, environmentally-focused energy service alternative, which now provides electric generation service to approximately 120,000 customers, including a cross section of residential and commercial accounts. During its four-year operating history, non-member municipalities have monitored MCE progress, evaluating the potential opportunity for membership, which would enable customer choice with respect to electric generation service. In response to public interest and MCE's successful operational track record, the County of Napa has requested MCE membership, consistent with MCE Policy 007, and adopted the requisite ordinances for joining MCE. MCE's Board of Directors approved the County of Napa's membership request at a duly noticed public meeting on June 5, 2014 (through the approval of Resolution No. 2014-03) and the County of Napa's Board of Supervisors completed its final reading of the requisite CCA ordinance (Ordinance No. 1391) on July 15, 2014.

This revision of the Marin Clean Energy Community Choice Aggregation Implementation Plan and Statement of Intent ("Revised Implementation Plan") describes MCE's expansion plans to include the County of Napa. According to the Commission, the Energy Division is required to receive and review a revised MCE implementation plan reflecting changes/consequences of additional members. With this in mind, MCE has reviewed its revised Implementation Plan, which was filed with the Commission on November 6, 2012, and has identified certain information that requires updating to reflect the changes and consequences of adding the new member and to address MCE's name change (from MEA to MCE), which occurred via Resolution No. 2013-11 of MCE's Governing Board on December 5, 2013. This Revised Implementation Plan reflects such changes and includes related projections that account for MCE's planned expansion.

## APPENDIX D

Implementation of MCE has enabled customers within MCEs service area to take advantage of the opportunities granted by Assembly Bill 117 (“AB 117”), the Community Choice Aggregation Law. MCE’s primary objective in implementing this Program continues to focus on increased utilization of renewable energy supplies for the purpose of promoting significant GHG emissions reductions. To date, MCE has achieved this objective by offering customers two energy supply options: 1) a minimum 50 percent renewable content, which will be the default service option for participating customers<sup>1</sup>; or 2) 100 percent renewable content. The prospective benefits to consumers include a substantial increase in renewable energy supply, stable and competitive electric rates, public participation in determining which technologies are utilized to meet local electricity needs, and local/regional economic benefits.

To ensure successful operation of the MCE program, MCE has received assistance from experienced energy suppliers and contractors in providing energy services to Program customers. As a result of a competitive solicitation process and subsequent contract negotiations, a highly qualified firm, Shell Energy North America (“SENA”) was selected as MCE’s initial energy services provider and scheduling coordinator. Since this initial solicitation, MCE has completed numerous procurement activities in an effort to accommodate the increasing electric energy requirements of a growing customer base, including the execution of various power purchase agreements with new and existing renewable energy projects. Such purchases have served to diversify MCE’s energy supply portfolio, reflecting the use of multiple fuel sources, contract term lengths and resource locations, among other considerations. To serve the increasing energy requirements resulting from expanded membership MCE anticipates that its existing supply agreement with SENA may be amended and/or supplemented with additional purchases from other qualified suppliers of requisite energy products to reflect the Program’s increased future needs. Information regarding SENA is contained in Chapter 10.

MCE’s Implementation Plan reflects a collaborative effort among MCE, its Members, and the private sector to bring the benefits of competition and choice to Member residents and businesses. By exercising its legal right to form a CCA Program, MCE has enabled its Members’ constituents to access the competitive market for energy services and obtain access to increased renewable energy supplies and resultant reductions in GHG emissions. Absent action by MCE or its individual Members, most customers would have no ability to choose an electric supplier and would remain captive customers of their incumbent utility.

The California Public Utilities Code provides the relevant legal authority for MCE to become a Community Choice Aggregator and invests the California Public Utilities Commission (“CPUC” or “Commission”) with the responsibility for establishing the cost recovery mechanism that must be in place before customers can begin receiving electrical service through MCE’s CCA Program. The CPUC has also registered MCE as a Community Choice Aggregator and continues to ensure compliance with basic consumer protection rules. The Public Utilities Code requires that an Implementation Plan be adopted at a duly noticed public hearing and

---

<sup>1</sup> MCE customers received nearly 29 percent RPS-qualifying renewable energy in 2013. The default renewable energy content, which includes RPS-qualifying renewable energy and supplemental renewable energy credit purchases, was voluntarily increased from 25% to 50% beginning in January, 2012.

## APPENDIX D

that it be filed with the Commission in order for the Commission to determine the cost recovery mechanism to be paid by customers of the Program in order to prevent shifting of costs. Each of these milestones has been accomplished. The Commission has established the methodology that will be used to determine the cost recovery mechanism, and PG&E now has approved tariffs for imposition of the cost recovery mechanism. Finally, each of MCE's Members has adopted an ordinance to implement a CCA program through its participation in MCE (copies of the ordinance adopted by MCE's newest member, the County of Napa, is included as Appendix D). Following the CPUC's certification of its receipt of this Revised Implementation Plan and resolution of any outstanding issues, MCE will take the final steps needed to expand CCA service to MCE's new member, including customer notification and enrollment.

### *Organization of this Implementation Plan*

The content of this Revised Implementation Plan complies with the statutory requirements of AB 117. Because MCE has already successfully implemented its CCA program, this Revised Implementation Plan includes narrative discussion, updates and projections focused on on-going operation and expansion of the MCE program rather than previously completed implementation efforts. As a result, certain sections of this document are now substantially abbreviated. Consistent with requirements identified in PU Code Section 366.2(c)(4), this Revised Implementation Plan addresses:

- Universal access;
- Reliability;
- Equitable treatment of all customer classes; and
- Any requirements established by state law or by the CPUC concerning aggregated service.

To promote consistency with MCE's original January 25, 2010 Implementation Plan, the remainder of this Revised Implementation Plan is organized as follows:

Chapter 2: Aggregation Process  
Chapter 3: Organizational Structure  
Chapter 4: CCA Startup  
Chapter 5: Program Phase-In  
Chapter 6: Load Forecast and Resource Plan  
Chapter 7: Financial Plan  
Chapter 8: Ratesetting  
Chapter 9: Customer Rights and Responsibilities  
Chapter 10: Procurement Process  
Chapter 11: Contingency Plan for Program Termination  
Appendix A: Marin Clean Energy Resolution 2014-03  
Appendix B: County of Napa, Resolution 2014-59  
Appendix C: Joint Powers Agreement  
Appendix D: County of Napa, CCA Ordinance – Ordinance No. 1391

The requirements of AB 117 are cross-referenced to Chapters of this Implementation Plan in the following table.

## APPENDIX D

### AB 117 Cross References

<b>AB 117 REQUIREMENT</b>	<b>IMPLEMENTATION PLAN CHAPTER</b>
Process and consequences of aggregation	Chapter 2: Aggregation Process
Organizational structure of the program, its operations and funding	Chapter 3: Organizational Structure Chapter 4: Startup Plan and Funding Chapter 7: Financial Plan
Ratesetting and other costs to participants	Chapter 8: Ratesetting Chapter 9: Customer Rights and Responsibilities
Disclosure and due process in setting rates and allocating costs among participants	Chapter 8: Ratesetting
Methods for entering and terminating agreements with other entities	Chapter 10: Procurement Process
Participant rights and responsibilities	Chapter 9: Customer Rights and Responsibilities
Termination of the program	Chapter 11: Contingency Plan for Program Termination
Description of third parties that will be supplying electricity under the program, including information about financial, technical and operational capabilities	Chapter 10: Procurement Process
Statement of Intent	Chapter 1: Introduction

**CHAPTER 2 – Aggregation Process***Introduction*

As previously noted, MCE successfully launched its CCA Program, MCE, on May 7, 2010 after meeting applicable statutory requirements and in consideration of planning elements described in its January 25, 2010 Implementation Plan. At this point in time, MCE plans to expand agency membership to include the County of Napa. This community has requested MCE membership, and MCE's Board of Directors subsequently approved the membership request at a duly noticed public meeting.

As planned, the residents and businesses within MCE's expanded service territory will be offered electric generation service from MCE's currently operating CCA program, MCE, which represents a culmination of planning efforts that are responsive to the expressed needs and priorities of the citizenry and business community within the region. Through the MCE program eligible customers have received expanded energy choices, including the creation of a 100% renewable energy product and 100% local solar product. In effect, MCE provides Marin residents and businesses with four electric service options, which include: 1) the default 50% (minimum) renewable energy service option – Light Green; 2) a 100% renewable energy service option – Deep Green – which can be chosen on a voluntary basis; 3) a 100% local solar energy service option – Sol Shares – in which customers can enroll on a voluntary basis<sup>2</sup>; or 4) bundled energy service from the incumbent utility. It remains MCE's long-term goal to supply its customers entirely with clean, renewable energy, subject to economic and operational constraints.

Each of the Member Agencies has adopted an ordinance to implement a CCA program through its participation in MCE. A Revised Implementation Plan was adopted at a duly noticed public hearing of MCE on June 5, 2014.

*Process of Aggregation*

All customers currently enrolled in the MCE program were appropriately noticed. Before additional phases of customers are enrolled in the Program, MCE will mail at least two written notices to customers, beginning at least two calendar months, or sixty days, in advance of the date of commencing automatic enrollment, that will provide information needed to understand the Program's terms and conditions of service and explain how these customers can opt-out of the Program, if desired. All customers that do not follow the opt-out process specified in the customer notices will be automatically enrolled, and service will begin at their next regularly scheduled meter read date at least one calendar month, or thirty days following the date of automatic enrollment, subject to the service phase-in plan described in Chapter 5. At least two follow-up opt-out notices will be mailed to these customers within the first two calendar months, or sixty days, of service.

---

<sup>2</sup> The Sol Shares program is currently accepting customer enrollments but will not begin delivering electric power to participating customers until the 2015 calendar year. In the meantime, Sol Shares enrollees may continue taking MCE service under the Light Green or Deep Green service options.

## APPENDIX D

Customers enrolled in the Program will continue to have their electric meters read and be billed for electric service by the distribution utility (PG&E). The electric bill for Program customers will show separate charges for generation procured by the Program and all other charges related to delivery of the electricity and other utility charges that will continue to be assessed by PG&E.

After service cutover, customers will be given two additional opportunities to opt-out of the Program and return to the distribution utility (PG&E) following receipt of their first and second bills. Customers that opt-out between the initial cutover date and the close of the post enrollment opt-out period will be responsible for program charges for the time they were served by MCE but will not otherwise be subject to any penalty for leaving the program. Customers that have not opted-out within thirty days of the fourth opt-out notice will be deemed to have elected to become a participant in the Program and to have agreed to the Program's terms and conditions, including those pertaining to requests for termination of service, as further described in Chapter 8.

### *Consequences of Aggregation*

#### **Rate Impacts**

Customers will pay the generation charges set by MCE and no longer pay the costs of PG&E generation. Customers enrolled in the Program will be subject to the Program's terms and conditions, including responsibility for payment of all Program charges as described in Chapter 9. MCE's rate setting policies are described in Chapter 7. MCE will establish rates sufficient to recover all costs related to operation of the Program, and actual rates will be adopted by MCE's governing board.

Information regarding current Program rates will be disclosed along with other terms and conditions of service in the pre-enrollment opt-out notices sent to potential customers.

Program customers are not expected to be responsible in any way for costs associated with the utilities' future electricity procurement contracts or power plant investments that are made on behalf of utility bundled service customers. Certain pre-existing generation costs will continue to be charged by PG&E to CCA customers through a separate rate component, called the Cost Responsibility Surcharge or CRS. This charge is shown in PG&E's tariff, which can be accessed from the utility's website.

#### **Renewable Energy Impacts**

The MCE program has substantially increased the proportion of energy generated and supplied to its customers by renewable resources. The resource plan includes procurement of renewable energy sufficient to meet a minimum of 50 percent of the Program's electricity needs. Customers of MCE may voluntarily participate in a 100 percent renewable supply option. To the extent that customers choose to participate in this voluntary program, the renewable content of MCE's power supply would increase. The renewable energy requirements of MCE customers are being supplied through contractual arrangements, but may be delivered, at an indeterminate point in the future, by new renewable generation resources developed by or for

## APPENDIX D

MCE subject to then-current considerations (such as development costs, regulatory requirements and other concerns).

### **Energy Efficiency Impacts**

Energy efficiency is an important component of the MCE mission statement. MCE currently administers over \$4 million in ratepayer funded energy efficiency programs under the purview of the California Public Utilities Commission. MCE launched energy efficiency programs in late 2012 under the authority of Public Utilities Code section 381.1 (e-f). This 2012 plan focused specifically on providing multi-family energy efficiency services to MCE customers only. In early 2013, MCE launched a full portfolio of energy efficiency services, available to all ratepayers in MCE service territory, under the authority in PUC 381.1 (a-d). Energy efficiency is included in the MCE Integrated Resources Plan, and both local energy efficiency potential and energy efficiency accomplishments are utilized to inform future estimates of procurement needs. This relationship is described further in Chapter 6.

**CHAPTER 3 – Organizational Structure**

This section provides an overview of the organizational structure of MCE

***Organizational Overview***

The MCE program is governed by MCE’s Board of Directors (“Board”), appointed by the Members. MCE is a joint powers agency created in December 2008 and formed under California law. Originally, the County of Marin and eight municipalities within the geographic boundaries of the County became Members of MCE and elected to offer the Program to their constituents. Since that time, the remaining four municipalities within Marin, which include the cities of Novato and Larkspur and the towns of Ross and Corte Madera, have requested and received approval for MCE membership as has the City of Richmond and, most recently, the County of Napa. MCE (formerly known as “The Marin Energy Authority”) is the CCA entity that has registered with the CPUC and has been responsible for implementing and managing the program pursuant to MCE’s Joint Powers Agreement (“JPA Agreement” or “Agreement”). The Program is operated under the direction of an Executive Officer, who has been appointed by the Board. The Executive Officer reports to the Board comprised of one representative from each participating Member of MCE. Those who are eligible to serve as representatives on the Board include elected officials from the then-current County Board of Supervisors representing Marin County as well as the County of Napa (one Board representative has been selected from the Marin County Board of Supervisors; another Board representative, who will soon begin serving on MCE’s governing board, has been selected by the County of Napa’s Board of Supervisors) and the City and Town Councils (one representative has been selected from each of the City and Town Councils) of the Members.

The Board’s primary duties are to establish program policies, set rates and provide policy direction to the Executive Officer, who has general responsibility for program operations, consistent with the policies established by the Board. The Board has also determined necessary staffing levels, individual titles and related compensation ranges for the organization. The Board may also adjust staffing levels and compensation over time in response to varying workloads, specific programs and/or general responsibilities of MCE.

The Executive Officer is an employee of MCE, and the Board is responsible for evaluating the Executive Officer’s performance.

The Board has established a Chairman and other officers from among its membership and has established an Executive Committee and Technical Committee and may establish other committees and sub-committees as needed to address issues that require greater expertise in particular areas (e.g., finance or contracts). MCE may also establish an “Energy Commission” formed of Board-selected designees. The Energy Commission would have responsibility for evaluating various issues that may affect MCE and its customers, including rate setting, and would provide analytical support and recommendations to the Board in these regards.



## APPENDIX D

The Executive Officer has responsibilities over the functional areas of Finance, Regulatory Affairs, and Operations. In performing these responsibilities, the Executive Officer utilizes a combination of internal staff and contractors. Certain specialized functions needed for program operations, namely the electric supply and customer account management functions described below, are performed by experienced third-party contractors.

### *Governance*

MCE has a Board of Directors consisting of one representative from each Member. Following satisfaction of certain administrative conditions, the Board will soon add an additional representative from the County of Napa. The Board meets at regular intervals to provide the overall management and guidance for MCE. All Board meetings are public and held in accordance with the Ralph M. Brown Act.

Decisions by MCE are under voting procedures defined in the JPA Agreement, attached hereto as Appendix C. All votes on a particular matter are subject to the two-tiered approval process described in the JPA Agreement.

### *Officers*

MCE has a Chair and Vice-Chair elected to one-year terms by the Board of Directors. Both the Chair and Vice-Chair must be members of the Board. In addition, MCE has a Board Clerk and Auditor; neither of which will be members of the Board of Directors. The JPA Agreement provides further detail with respect to each of these positions.

### *Committees*

MCE may form various committees comprised of Board designees from the Member communities. Appointments would be made based on various skill sets and expertise that will be useful in evaluating matters affecting MCE and its customers, specifically issues related to rate setting, procurement of energy products and other technical matters. These committees would provide the Board with recommendations and related analysis to support policy-level decisions of the Board. MCE may elect to have additional committees or working groups to address various topics. Any additional committees and their functions will be determined by the Board of Directors at the time each committee is created. At present, MCE has formed the following standing committees: 1) the Executive Committee; and 2) the Technical Committee. MCE also utilizes Ad Hoc Committees from time to time on an as-needed basis.

### *Addition/Termination of Participation*

The JPA Agreement provides for the addition of new participants subject to the affirmative vote of MCE's Board of Directors pursuant to the voting structure described in the Agreement. The Board has determined the specific terms and conditions under which new Members can be admitted and has recently approved the membership request received from the County of Napa. Following the satisfaction of certain administrative requirements determined by the

## APPENDIX D

Board, a representative from the new Member will be added to the Board and will begin participating in governance activities.

A JPA Member can withdraw itself from the JPA subject to the specific terms and conditions contained in the JPA Agreement.

### *Agreements Overview*

There are two principal agreements that govern MCE and the initial operation of its CCA Program: the JPA Agreement and Program Agreement No. 1 (PA-1). Each of these agreements and its functions are discussed below.

### *Joint Powers Agreement*

The JPA Agreement created MCE and delineates a broad set of powers related to the study, promotion, development, and conduct of electricity-related projects and programs. The JPA Agreement describes MCE as having broad powers, but a very limited role without implementing agreements (“program agreements”) to carry out specific programs. This structure is intended to provide flexibility for MCE to undertake other programs in the future that may be unrelated to CCA on behalf of all or a subset of MCE’s Members. The Board has limited decision making authority regarding land use within the Member communities. Any issues involving land use within Member communities will be raised with the potentially affected Member. The land use and building regulations of each Member shall apply to any JPA facilities located within the jurisdiction of that Member. Any amendments to the JPA Agreement will be subject to prior approval by the Board.

The first program agreement or PA-1, discussed in greater detail below, provides for electric generation service to customers of the CCA Program. At MCE’s Members’ discretion, future program agreements could provide for other energy related programs or subsequent energy transactions.

### *Program Agreement No. 1*

PA-1 consists of three components: 1) the Edison Electric Institute (“EEI”) Master Power Purchase & Sale Agreement (“Master EEI Agreement”), which is a standard industry contract used by public and private utilities across the United States; 2) the EEI Master Power Purchase & Sale Agreement Cover Sheet, which provides additional detail related to MCE’s specific transaction, identifying exceptions, clarifications and areas of applicability that modify the standard terms and conditions of the Master EEI Agreement; and 3) one or more Confirmations, inclusive of any amendments thereto, which is referenced in the Master EEI Agreement and defines the commercial terms of MCE’s transaction. PA-1 is the agreement under which MCE currently procures a significant portion of the electric supply services for MCE customers. PA-1 specifies a five year delivery period, which commenced on May 7, 2010 and ends on May 6, 2015. PA-1 specifies a full requirements energy product, including electric energy, renewable energy, capacity, ancillary services and scheduling coordination services. Based on contract negotiations, PA-1 specifies fixed annual prices for each year of the delivery period and

## APPENDIX D

insulates municipal funds/budgets of the Member Agencies before, during and after the delivery period. PA-1 was executed by MCE and its energy supplier, SENA, on February 5, 2010 and has since incorporated a series of amendments to accommodate Program expansion. It is MCE's intent to provide for the additional energy requirements of future MCE customers by negotiating other contracts for requisite energy products and/or subsequent amendments to PA-1, which will be completed prior to commencement of service to CCA customers located within the unincorporated areas of the County of Napa. MCE anticipates that SENA will continue in its role as MCE's primary energy supplier and scheduling coordinator over the near-term (through December 31, 2016) but will also pursue supply arrangements with renewable energy generators to supplement planned renewable energy deliveries from SENA.

### *Agency Operations*

MCE conducts program operations through its own internal staff and through contracts for services with third parties. MCE has its own General Counsel to manage its legal affairs. MCE's Executive Officer will have responsibility for day-to-day operations of the Program. To assist the Executive Officer, MCE has hired a full-time Administrative Assistant and a Clerk. Other staff positions may be added as necessary to include positions in finance, customer services, energy efficiency and other local energy programs, and operations.

Major MCE functions that are performed and managed by the Executive Officer are summarized below.

### *Resource Planning*

MCE is charged with developing both short (one and two-year) and long-term resource plans for the program. The Executive Officer manages staff and contractors to develop the resource plan under the guidance provided by the Board and in compliance with California Law, and other requirements of California regulatory bodies (CPUC and CEC).

Long-term resource planning includes load forecasting and supply planning on a ten- to twenty-year time horizon. MCE's technical team develops integrated resource plans that meet program supply objectives and balance cost, risk and environmental considerations. Integrated resource planning considers demand side energy efficiency and demand response programs as well as traditional supply options. The CCA Program requires an independent planning function despite day-to-day supply operations being contracted to a third party energy supplier. Plans are updated and adopted by the Board on an annual basis.

### *Portfolio Operations*

Portfolio operations encompass the activities necessary for wholesale procurement of electricity to serve end use customers. These highly specialized activities include the following:

- *Electricity Procurement* – assemble a portfolio of electricity resources to supply the electric needs of program customers.

## APPENDIX D

- *Risk Management* – standard industry techniques are employed to reduce exposure to the volatility of energy markets and insulate customer rates from sudden changes in wholesale market prices.
- *Load Forecasting* – develop accurate load forecasts, both long-term for resource planning and short-term for the electricity purchases and sales needed to maintain a balance between hourly resources and loads.
- *Scheduling Coordination* – scheduling and settling electric supply transactions with the CAISO.

MCE has initially contracted with an experienced and financially sound third party, SENA, to perform most of the portfolio operation requirements for the CCA Program. These requirements include the procurement of energy and ancillary services, scheduling coordinator services, and day-ahead and real-time trading. PA-1 is the contractual instrument that has been developed for this purpose; additional detail related to PA-1 is provided in the preceding discussion.

MCE will approve and adopt a set of *Program Controls* that will serve as the risk management tools for the Executive Officer and any third party involved in the program's portfolio operations. Program Controls will define risk management policies and procedures and a process for ensuring compliance throughout the organization. During initial operations, SENA will bear the majority of program operational risks, pursuant to the terms and conditions of PA-1.

### ***Operations & Local Energy Programs***

A key focus of the CCA Program will be the development and implementation of local energy programs for its Members, including energy efficiency programs, net energy metering, distributed generation programs and other energy programs responsive to Member interests. The Executive Officer is responsible for further development of these Programs. To assist the Executive Officer in this regard, MCE has hired additional staff to oversee program operations and local energy program administration as well as develop energy efficiency marketing strategies, perform customer outreach and conduct related analyses to support chosen courses of action. As experience is gained from the retail energy side of the CCA Program, MCE will continue enhancing its local energy programs to achieve MCE's desired goals and objectives.

MCE is currently administering energy efficiency and distributed (solar) generation programs that can be used as alternatives to procurement of supply-side resources. MCE may also implement demand response programs in the future. For the time being, MCE has launched various small-scale pilot projects to explore demand response opportunities within its service territory. MCE will attempt to consolidate existing demand side programs into this organization and leverage the structure to expand energy efficiency offerings to customers throughout its service territory.

## APPENDIX D

### *Rate Setting*

The Board of Directors has the ultimate responsibility for setting the electric generation rates for the Program's customers. The Executive Officer in cooperation with technical staff and appropriate advisors, consultants and committees of the Board is responsible for developing proposed rates and options for the Board to consider before finalization. The final approved rates must, at a minimum, meet the annual revenue requirement developed by the Executive Officer, including any reserves or coverage requirements set forth in electric supply agreements and/or bond covenants. The Board has the flexibility to consider rate adjustments within certain ranges, provided that the overall revenue requirement is achieved; this provides an opportunity for economic development rates or other rate incentives.

### *Financial Management/Accounting*

The Executive Officer in cooperation with technical staff, advisors and consultants is responsible for managing the financial affairs of MCE, including the development of an annual budget and revenue requirement; managing and maintaining cash flow requirements; potential bridge loans and other financial tools; and a large volume of billing settlements. The Executive Officer uses contractors and/or staff in support of these activities, as appropriate.

The Finance function arranges financing for capital projects, prepares financial reports, and ensures sufficient cash flow for the Program. This function also plays an important role in risk management by monitoring the credit of suppliers so that credit risk is properly understood and mitigated by the Program. In the event that changes in a supplier's financial condition and/or credit rating are identified, the Program will be able to take appropriate action, as would be provided for in the electric supply agreement. The Finance function establishes credit policies that the program must follow.

The retail settlements (customer billing) is contracted out to an organization with the necessary infrastructure and capability to handle in excess of 138,000 accounts during full Program phase-in and near-term expansion (to the County of Napa), which is scheduled to occur in February 2015. This function is described under Customer Services, below.

### *Customer Services*

In addition to general program communications and marketing, a significant focus on customer service, particularly representation for key accounts, is necessary. This includes both a call center designed to field customer inquiries and routine interaction with customer accounts. The Executive Officer is responsible for the Customer Services function and uses staff and/or contractors in support of these activities as appropriate.

The Customer Account Services function performs retail settlements-related duties and manages customer account data. It processes customer service requests and administers customer enrollments and departures from the Program, maintaining a current database of customers enrolled in the Program. This function coordinates the issuance of monthly bills through the distribution utility's billing process and tracks customer payments. Activities

## APPENDIX D

include the electronic exchange of usage, billing, and payments data with the distribution utility and MCE, tracking of customer payments and accounts receivable, issuance of late payment and/or service termination notices, and administration of customer deposits in accordance with MCE credit policies.

The Customer Account Services function also manages billing related communications with customers, customer call centers, and routine customer notices. MCE has initially contracted with a third party, Noble Americas Energy Solutions (“Noble”), which has demonstrated the necessary experience and administers appropriate computer systems (customer information system), to perform the customer account and billing services functions.

MCE conducts Program marketing and key customer account management functions. These responsibilities will include the assignment of account representatives to key accounts, which will ensure high levels of customer service to these businesses, and implementation of a marketing strategy to promote customer satisfaction with the CCA Program. Effectively administering communications, marketing messages, and delivering information regarding the CCA Program to all customers is critical for the overall success of the CCA Program.

### ***Legal and Regulatory Representation***

The CCA Program requires ongoing regulatory representation to file resource plans, resource adequacy, compliance with California RPS, and overall representation on issues that will impact MCE, its Members and MCE customers. MCE maintains an active role at the CPUC, CEC, and, as necessary, FERC and the California legislature. Day-to-day analysis and reporting of pertinent legal and regulatory issues is completed by the Program’s in-house legal and regulatory staff and/or qualified contractors.

MCE also retains legal services, as necessary, to administer MCE, review contracts, and provide overall legal support to the activities of MCE.

### ***Roles and Functions***

The Board performs the functions inherent in its policy-making, management and planning roles. MCE is the public face of the Program and has a direct role in marketing, communications and customer service. Other highly specialized functions, such as energy supply and data management, are contracted out to third parties with sufficient experience, technical and financial capabilities. The functions that are currently being performed by MCE’s Board of Directors, the Executive Officer and third parties are specified below:

## APPENDIX D

<b>Organization</b>	<b>Roles/Functions/Activities</b>
MCE Board of Directors	<i>Executive/Policy/Legal</i>
Executive Officer	<i>Finance</i>
	<i>Legal and Regulatory</i> <ul style="list-style-type: none"> <li>- <i>Legal support</i></li> <li>- <i>Participation in regulatory proceedings</i></li> <li>- <i>Regulatory reporting</i></li> </ul>
	<i>Marketing/Communications</i>
	<i>Rates &amp; Support</i> <ul style="list-style-type: none"> <li>- <i>Rate policy</i></li> <li>- <i>Rate design</i></li> <li>- <i>Cost-of-service planning</i></li> </ul>
	<i>Resource Planning</i> <ul style="list-style-type: none"> <li>- <i>Load research</i></li> <li>- <i>Load forecasting</i></li> <li>- <i>Supply-side/Demand side portfolio planning</i></li> </ul>
	<i>Supply Operations</i> <ul style="list-style-type: none"> <li>- <i>Procurement</i></li> <li>- <i>Contract Negotiation</i></li> <li>- <i>Invoice Reconciliation</i></li> </ul>
	<i>Contract Management</i> <ul style="list-style-type: none"> <li>- <i>RFP/RFQ Administration</i></li> <li>- <i>Invoice Reconciliation &amp; Issue Resolution</i></li> <li>- <i>Project Development Status Monitoring</i></li> </ul>
	<i>Customer Service</i> <ul style="list-style-type: none"> <li>- <i>Account representatives</i></li> <li>- <i>Energy efficiency/DG program management</i></li> </ul>
Energy Suppliers	<i>Supply Operations</i> <ul style="list-style-type: none"> <li>- <i>Procurement</i></li> <li>- <i>Scheduling coordination</i></li> <li>- <i>Settlements (ISO/Wholesale)</i></li> <li>- <i>Short-term load forecasting</i></li> </ul>
Customer Account Services Provider/Data Manager (Noble)	<i>Account Management (Customer Information System)</i> <ul style="list-style-type: none"> <li>- <i>Customer switching</i></li> <li>- <i>New customer processing</i></li> <li>- <i>Data exchange (EDI)</i></li> <li>- <i>Payment processing (AR/AP)</i></li> <li>- <i>Billing and retail settlements</i></li> <li>- <i>Call center</i></li> </ul>

### **Staffing**

Staffing requirements for the above MCE functions will be approximately ten full time equivalent positions, once the customer phase-in is complete and the program is fully operational. These staffing requirements are in addition to the services provided by the third party energy suppliers and the data manager. The Executive Officer will have discretion whether to internally staff these required functions or to contract for these services.

## APPENDIX D

The following table shows the staffing plan for Marin Clean Energy at initial full-scale operational levels, following full phase-in. Customer service for the mass market residential and small commercial customers will be provided by the Program's third party customer account services provider.

### Current Staffing for the Marin Clean Energy Community Choice Aggregation Program

Position	Staff (Full Time Equivalents)
Executive Officer	1
<i>Internal Operations</i>	
Director of Internal Operations	1
Business Analyst	1
Clerk	1
Human Resources Coordinator	0.5
Administrative Associate	1
<i>Public Affairs</i>	
Communications Director	1
Manager of Account Services	1
Account Manager 1	2
Community Affairs Coordinator	1
Communications Associate	1
<i>Energy Efficiency</i>	
Energy Efficiency Director	1
Energy Efficiency Specialist	2
<i>Legal &amp; Regulatory</i>	
Legal Director	1
Regulatory Counsel	1
Regulatory Analyst	1
Regulatory Assistant	1
<i>Electric Supply</i>	
Director of Power Resources	1
Program Specialist	1
Special Assignment Intern	0.5
<b>Total Staffing</b>	<b>21</b>

Longer-term staffing needs will include additional energy efficiency and distributed generation activities and potentially the creation of an internal organization to perform the portfolio operations and account services functions that are currently performed under contract arrangements.



## CHAPTER 4 – CCA Startup

As previously noted, MCE successfully launched the MCE program on May 7, 2010. To ensure successful operation during the implementation and start-up period, MCE utilized a mix of staff and contractors in its CCA Program implementation. The following table illustrates start-up responsibilities as well as expectations for near-term (two to five years), and long-term staffing roles.

### Expectations for Staffing Roles

Function	Start-Up	Near-Term (2 to 5 Years)	Long-Term
Program Governance	MCE Board	MCE Board	MCE Board
Program Management	MCE EO	MCE EO	MCE EO
Outreach	MCE EO	MCE EO	MCE EO
Customer Service	MCE EO	MCE EO	MCE EO
Key Account Management	MCE EO	MCE EO	MCE EO
Regulatory	Third Party (MCE EO support)	MCE EO (Regulatory Analyst support)	MCE EO (Regulatory Analyst support)
Legal	MCE EO	MCE EO	MCE EO
Finance	MCE EO	MCE EO	MCE EO
Rates: Develop & Approve	MCE EO (third Party support) MCE Board	MCE EO (third Party support) MCE Board	MCE EO (third party support) MCE Board
Resource Planning	Third Party (MCE EO support)	MCE EO (third party support)	MCE EO (third party support)
Energy Efficiency	MCE EM (third Party Support)	MCE EO (Program Energy Efficiency Staff)	MCE EO (Program Energy Efficiency Staff)
Resource Development	MCE EO (third party support)	MCE EO (third party support)	MCE EO (third party support)
Portfolio Operations	Third Party	Third Party (MCE EO support)	MCE EO (third party support)
Scheduling Coordinator	Third Party	Third Party	Third Party (potentially MCE EO)
Data Management	Third Party	Third Party	Third Party (potentially MCE EO)

#### Staffing Requirements

Staff will be added incrementally to match workloads involved in forming the new organization, managing contracts, and initiating customer outreach/marketing during the pre-operations period. Actual staff will be dependent upon several factors, including the ability to

## APPENDIX D

recruit and hire qualified staff and personnel policies ultimately established by the Executive Officer and the Board of Directors.

**CHAPTER 5 – Program Phase-In**

MCE will continue to phase-in the customers of its CCA Program as communicated in this Implementation Plan. To date, four phases have been successfully implemented, and a fifth phase will commence in February 2015.

- Phase 1. Complete: MCE Member (municipal) accounts & a subset of residential, commercial and/or industrial accounts, comprising approximately 20 percent of total customer load.
- Phase 2. Complete: Additional commercial and residential accounts, comprising an approximately 20 percent of total customer load (incremental addition to Phase 1).
- Phase 3. Complete: Remaining accounts within Marin County.
- Phase 4. Complete: Residential, commercial, agricultural, and street lighting accounts within the City of Richmond.
- Phase 5. February 2015: Residential, commercial, agricultural, and street lighting accounts within the unincorporated areas of Napa County, subject to economic and operational constraints.

This approach has provided MCE with the ability to start slow, addressing any problems or unforeseen challenges on a small manageable program before gradually building to full program integration for an expected customer base of approximately 138,000 accounts, following service commencement to customers within the unincorporated areas of the County of Napa. This approach has also allowed MCE and its energy supplier(s) to address all system requirements (billing, collections, payments) under a phase-in approach to minimize potential exposure to uncertainty and financial risk by “walking” prior to ultimately “running”.

MCE will offer service to all customers on a phased basis expected to be completed within twenty four to thirty six months of initial service to Phase 1 customers, which occurred on May 7, 2010. Phase 2 was implemented in August, 2011. Phase 3 of the Program began in July, 2012. Phase 4 was implemented in July, 2013 and included all residential, commercial, agricultural, and street lighting customers within the City of Richmond. Phase 5 is planned to begin in February 2015 and will include all residential, commercial, agricultural, and street lighting customers within the unincorporated areas of Napa County. The Board may evaluate other phase-in options based on then-current market conditions, statutory requirements and regulatory considerations as well as other factors potentially affecting the integration of additional customer accounts.

## CHAPTER 6 - Load Forecast and Resource Plan

### *Introduction*

This Chapter describes MCE's proposed ten-year integrated resource plan, which will create a highly renewable, diversified portfolio of electricity supplies capable of meeting the electric demands of MCE's retail customers, plus sufficient reliability reserves.

This integrated resource plan reflects a progression towards MCE's long-term, programmatic goal of 100 percent renewable energy supply. Within five years of program commencement (2015), this significant commitment to renewable resources is projected to result in MCE meeting approximately 52 percent of its total electric needs through renewable resources. As the Program moves forward, incremental renewable supply additions will be made based on resource availability as well as economic goals of the Program. MCE's aggressive commitment to renewable generation adoption may involve both direct investment in new renewable generating resources through partnerships with experienced public power developers/operators, significant purchases of renewable energy from third party suppliers and the purchase of Renewable Energy Certificates ("RECs") from the market. The resource plan also sets forth ambitious targets for improving customer side energy efficiency as well as for potential deployment of approximately 14 MW of new distributed solar capacity within the jurisdictional boundaries of MCE by 2019 (year ten of Program operations).

The plan described in this section would accomplish the following by 2019:

- Procure energy needed to offer two generation rate tariffs: 100 percent Deep Green and 50 percent (minimum) Light Green.
- Increase the aggregate RPS-eligible renewable energy supply of the Program to a minimum 33 percent by 2020.
- Continue increasing renewable energy supplies of the Program to approximately 52 percent by 2015 based on resource availability and economic goals of the program.
- Develop partnership(s) with experienced public power developer(s) to responsibly evaluate development opportunities for Program-owned/controlled renewable generating capacity.
- Achieve significant reductions in greenhouse gas emissions within the Member Agencies.

MCE is responsible for complying with regulatory rules applicable to California load serving entities. MCE has arranged for the scheduling of sufficient electric supplies to meet the hour-by-hour demands of its customers. MCE has adhered to capacity reserve requirements established by the CPUC and the CAISO designed to address uncertainty in load forecasts and potential supply disruptions caused by generator outages and/or transmission contingencies. These rules also ensure that physical generation capacity is in place to serve the Program's customers, even if there were to be a need for the Program to cease operations and return customers to PG&E. In addition, MCE is responsible for ensuring that its resource mix contains sufficient production from renewable energy resources needed to comply with the statewide

## APPENDIX D

renewable portfolio standards. The resource plan will meet or exceed all of the applicable regulatory requirements related to resource adequacy and the renewable portfolio standard.

### *Resource Plan Overview*

The criteria used to guide development of the proposed resource plan included the following:

- Environmental responsibility and commitment to renewable resources;
- Price/rate stability;
- Reliability and maintenance of adequate reserves; and
- Cost effectiveness.

To meet these objectives and the applicable regulatory requirements, MCE's resource plan includes a diverse mix of power purchases, renewable energy, new energy efficiency programs, demand response, and distributed generation. A diversified resource plan minimizes risk and volatility that can occur from over-reliance on a single resource type or fuel source. The ultimate goal of MCE's resource plan is to maximize use of renewable resources subject to economic and operational constraints. The result is a resource plan that will source approximately 52 percent of MCE's resource mix from renewable resources by 2015. The planned resource mix is initially comprised of power and renewable energy credit purchases from third party electric suppliers and, in the longer-term, may also include renewable generation assets owned and/or controlled by MCE.

Eventually, MCE may begin evaluating opportunities for investment in renewable generating assets, subject to then-current market conditions, statutory requirements and regulatory considerations. Any renewable generation owned by MCE or controlled under long-term power purchase agreement with a proven public power developer, could provide a portion of MCE's electricity requirements on a cost-of-service basis. Electricity purchased under a cost-of-service arrangement should be more cost-effective than purchasing renewable energy from third party developers, which will allow the Program to pass on cost savings to its customers through competitive generation rates. Any investment decisions will be made following thorough environmental reviews and in consultation with the Marin Communities' financial advisors, investment bankers, attorneys, and potentially with customer input.

As an alternative to direct investment, MCE may consider partnering with an experienced public power developer and enter into a long-term (20-to-30 year) power purchase agreement that would support the development of new renewable generating capacity. Such an arrangement could be structured to greatly reduce the Program's operational risk associated with capacity ownership while providing Program customers with all renewable energy generated by the facility under contract. This option may be preferable to MCE as it works to achieve increasing levels of renewable energy supply to its customers.

MCE's resource plan will integrate supply-side resources with programs that will help customers reduce their energy costs through improved energy efficiency and other demand-side measures. As part of its integrated resource plan, MCE will actively pursue, promote and ultimately administer a variety of customer energy efficiency programs that can cost-effectively

## APPENDIX D

displace supply-side resources. Included in this plan is a targeted deployment of over 14 MW of distributed solar by 2019.

MCE's proposed resource plan for the years 2010 through 2019 is summarized in the following table:

<b>Marin Clean Energy Proposed Resource Plan (GWh) 2010 to 2019</b>										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Demand (GWh)</b>										
Retail Demand	-91	-185	-570	-1,110	-1,294	-1,545	-1,582	-1,582	-1,582	-1,582
Distributed Generation	0	1	1	5	12	16	22	23	25	25
Energy Efficiency	0	0	0	6	6	4	8	12	16	16
Losses and UFE	-5	-11	-34	-66	-77	-91	-93	-93	-92	-92
<b>Total Demand</b>	<b>-96</b>	<b>-196</b>	<b>-603</b>	<b>-1,166</b>	<b>-1,353</b>	<b>-1,616</b>	<b>-1,646</b>	<b>-1,640</b>	<b>-1,634</b>	<b>-1,634</b>
<b>MCE Supply (GWh)</b>										
<u>Renewable Resources</u>										
Generation	0	0	0	0	0	0	0	219	219	219
Power Purchase Contracts	23	50	291	566	673	803	838	635	651	667
<b>Total Renewable Resources</b>	<b>23</b>	<b>50</b>	<b>291</b>	<b>566</b>	<b>673</b>	<b>803</b>	<b>838</b>	<b>854</b>	<b>870</b>	<b>886</b>
<u>Conventional Resources</u>										
Generation	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	73	146	312	599	680	813	807	786	764	748
<b>Total Conventional Resources</b>	<b>73</b>	<b>146</b>	<b>312</b>	<b>599</b>	<b>680</b>	<b>813</b>	<b>807</b>	<b>786</b>	<b>764</b>	<b>748</b>
<b>Total Supply</b>	<b>96</b>	<b>196</b>	<b>603</b>	<b>1,166</b>	<b>1,353</b>	<b>1,616</b>	<b>1,646</b>	<b>1,640</b>	<b>1,634</b>	<b>1,634</b>
<b>Energy Open Position (GWh)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### ***Supply Requirements***

The starting point for MCE's resource plan is a projection of participating customers and associated electric consumption. Projected electric consumption is evaluated on an hourly basis, and matched with resources best suited to serving the aggregate of hourly demands or the program's "load profile". The electric sales forecast and load profile will be affected by MCE's plan to introduce the Program to customers in phases and the degree to which customers choose to remain with PG&E during the customer enrollment and opt-out periods. It is anticipated that MCE's contracted energy supplier will bear a portion of the financial risks associated with deviations from the electric sales forecast during the initial operating period. It will be the obligation of this energy supplier to appropriately reflect these risks in the full requirements energy price. MCE's phased roll-out plan and assumptions regarding customer participation rates are discussed below.

### ***Customer Participation Rates***

Customers will be automatically enrolled in MCE's electricity program unless they opt-out during the customer notification process conducted during the 60-day period prior to enrollment and continuing through the 60-day period following commencement of service. MCE anticipated an overall customer participation rate of approximately 80 percent during Phase 1, when service is being offered to the service accounts that are affiliated with MCE's participating members (municipal accounts) and a subset of residential, commercial and/or industrial customers, totaling approximately 20 percent of total customer load. The actual participation rate for Phase 1 was very similar to MCE's projection. Participation rates for

## APPENDIX D

Phase 2 were approximately 80 percent of bundled service customers and 0 percent of direct access customers. Participation rates for Phases 3 and 4 are projected to range from 70 percent to 80 percent, with the lower figure used as the basis for load projections contained in this plan. The participation rate is not expected to vary significantly among customer classes, in part due to the fact that MCE will offer two distinct rate tariffs that will address the needs of cost-sensitive customers within the Marin Communities as well as the needs of both residential and business customers that prefer a highly renewable energy product. The assumed participation rates will be refined as MCE's public outreach and market research efforts continue to develop.

### *Customer Forecast*

Once customers enroll in each phase, they will be switched over to service by MCE on their regularly scheduled meter read date over an approximately thirty day period. The number of accounts served by MCE at the end of each phase is shown in the table below.

<b>Marin Clean Energy</b>					
<b>Enrolled Retail Service Accounts</b>					
<b>Phase-In Period (End of Month)</b>					
	<b>May-10</b>	<b>Aug-11</b>	<b>Jul-12</b>	<b>Jul-13</b>	<b>Feb-15</b>
<b>MCE Customers</b>					
Residential	7,354	12,503	77,345	106,510	120,204
Small Commercial	522	605	8,934	11,829	13,761
Medium And Large Commercial And Industrial	57	509	949	1,269	1,555
Street Lighting & Traffic	138	141	443	748	1,014
Ag & Pump.	-	< 15	113	109	1,467
Total	8,071	13,759	87,814	120,465	138,001

MCE assumes that MCE customer growth will generally offset customer attrition (opt-outs) over time, resulting in a relatively stable customer base over the noted planning horizon. Because MCE is the first program of its kind within California, it is very difficult to anticipate with any precision the actual levels of customer participation within this CCA program. MCE believes that its assumptions regarding the offsetting effects of growth and attrition are reasonable in consideration of the limited build-out potential within a significant portion of MCE's service territory and the observed rate of customer opt-outs following mandatory customer notification periods. The forecast of service accounts (customers) served by MCE for each of the referenced ten-year planning periods is shown in the following table:

## APPENDIX D

### Marin Clean Energy Retail Service Accounts (End of Year) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Customers</b>										
Residential	7,354	12,503	77,345	106,510	106,510	120,204	120,204	120,204	120,204	120,204
Small Commercial	522	605	8,934	11,829	11,829	13,761	13,761	13,761	13,761	13,761
Medium And Large Commercial And Industrial	57	509	979	1,269	1,269	1,555	1,555	1,555	1,555	1,555
Street Lighting & Traffic	138	141	443	748	748	1,014	1,014	1,014	1,014	1,014
Ag & Pump.	-	< 15	113	109	109	1,467	1,467	1,467	1,467	1,467
Total	8,071	13,759	87,814	120,465	120,465	138,001	138,001	138,001	138,001	138,001

### *Sales Forecast*

MCE's forecast of kWh sales reflects the roll-out and customer enrollment schedule shown above. The annual electricity needed to serve MCE's retail customers increases from approximately 200 GWh in 2011 to approximately 1,600 GWh at full roll-out, which includes planned expansion to the County of Napa. Annual energy requirements are shown below.

### Marin Clean Energy Energy Requirements (GWH) 2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>MCE Energy Requirements (GWh)</b>										
Retail Demand	91	185	570	1,110	1,294	1,545	1,582	1,582	1,582	1,582
Distributed Generation	0	-1	-1	-5	-12	-16	-22	-23	-25	-25
Energy Efficiency	0	0	0	-6	-6	-4	-8	-12	-16	-16
Losses and UFE	5	11	34	66	77	91	93	93	92	92
Total Load Requirement	96	196	603	1,166	1,353	1,616	1,646	1,640	1,634	1,634

### *Capacity Requirements*

The CPUC's resource adequacy standards applicable to MCE require a demonstration one year in advance that MCE has secured physical capacity for 90 percent of its projected peak loads for each of the five months May through September, plus a minimum 15 percent reserve margin. On a month-ahead basis, MCE must demonstrate 100 percent of the peak load plus a minimum 15 percent reserve margin.

A portion of MCE's capacity requirements must be procured locally, from the Greater Bay area as defined by the CAISO and another portion must be procured from local reliability areas outside the Greater Bay Area. MCE must also meet requirements for flexible capacity such that a portion of MCE's resource adequacy requirements are met from qualifying flexible resources. MCE is required to demonstrate its local and flexible capacity requirements for each month of the following calendar year. MCE must demonstrate compliance or request a waiver from the



## APPENDIX D

CPUC requirement as provided for in cases where local capacity is not available. MCE complies with the forward and monthly resource adequacy requirements administered by the state regulatory agencies.

MCE's plan ensures sufficient reserves are procured to meet its peak load at all times. MCE's annual peak capacity requirements are shown in the following table:

<b>Marin Clean Energy Capacity Requirements (MW) 2010 to 2019</b>										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Demand (MW)</b>										
Retail Demand	28	46	182	233	233	286	286	286	286	286
Distributed Generation	(0)	(1)	(4)	(8)	(11)	(15)	(15)	(17)	(17)	(17)
Energy Efficiency	-	-	-	(1)	(1)	(1)	(2)	(3)	(3)	(3)
Losses and UFE	2	3	11	13	13	16	16	16	16	16
<b>Total Net Peak Demand</b>	<b>30</b>	<b>47</b>	<b>189</b>	<b>237</b>	<b>235</b>	<b>287</b>	<b>285</b>	<b>283</b>	<b>282</b>	<b>282</b>
Reserve Requirement (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Capacity Reserve Requirement	4	7	28	36	35	43	43	42	42	42
Capacity Requirement Including Reserve	34	55	218	273	270	330	328	325	324	324

MCE will continue to coordinate with PG&E and appropriate state agencies to manage the transition of responsibility for resource adequacy from PG&E to MCE following load migration to CCA service. For system resource adequacy requirements, MCE will make month-ahead showings for each month that MCE plans to serve load, and any load migration issues will be addressed through the CPUC's approved procedures. MCE will work with the California Energy Commission and CPUC prior to commencing service to additional customers to ensure it meets its local, system and flexible resource adequacy obligations through its agreements with its chosen electric suppliers.

### ***Renewable Portfolio Standards Energy Requirements***

#### **Basic RPS Requirements**

As a CCA, MCE is required by law and ensuing CPUC regulations to procure a certain minimum percentage of its retail electricity sales from qualified renewable energy resources. For purposes of determining MCE's renewable energy requirements, the same standards for RPS compliance that are applicable to the distribution utilities are assumed to apply to MCE.

California's RPS program is currently undergoing reform. On April 12, 2011, Governor Jerry Brown signed SB x1 2, requiring public and private utilities as well as community choice aggregators to obtain 33 percent of their electricity from renewable energy sources by December 31, 2020. MCE is familiar with California's new RPS, including certain procurement quantity

## APPENDIX D

requirements identified in D.11-12-020 (December 1, 2011). To date, MCE has significantly exceeded California's RPS, providing MCE customers with over 29 percent RPS-eligible renewable energy delivered to MCE customers in 2012. A similar renewable energy percentage, approximating 28.7 percent, was supplied to MCE customers in 2013.

### **MCE's Renewable Portfolio Standards Requirement**

MCE's annual RPS requirements are shown in the table below. When reviewing this table, it is important to note that MCE projects increases in energy efficiency savings as well as increases in locally situated distributed generation capacity (an additional 14 MW by 2019), resulting in a slight downward trend in projected retail electricity sales.

<b>Marin Clean Energy RPS Requirements (MWh) 2010 to 2019</b>										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales	91,219	185,493	570,144	1,110,487	1,293,681	1,544,971	1,581,999	1,581,999	1,581,999	1,581,999
Baseline	-	18,244	37,099	114,029	222,097	280,729	359,978	395,500	427,140	458,780
Incremental Procurement Target	18,244	18,855	76,930	108,069	58,631	79,249	35,522	31,640	31,640	31,640
Annual Procurement Target	18,244	37,099	114,029	222,097	280,729	359,978	395,500	427,140	458,780	490,420
% of Current Year Retail Sales	20%	20%	20%	20%	22%	23%	25%	27%	29%	31%

Based on planned renewable energy procurement objectives, MCE anticipates that it will significantly exceed the minimum RPS requirements as shown below.

<b>Marin Clean Energy RPS Requirements and Program Renewable Energy Targets (MWh) 2010 to 2019</b>										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales (MWh)	91,219	185,493	570,144	1,110,487	1,293,681	1,544,971	1,581,999	1,581,999	1,581,999	1,581,999
Annual RPS Target (Minimum MWh)	18,244	37,099	114,029	222,097	280,729	359,978	395,500	427,140	458,780	490,420
Program Target (% of Retail Sales)	25%	27%	51%	51%	52%	52%	53%	54%	55%	56%
Program Renewable Target (MWh)	22,805	50,083	290,773	566,348	672,714	803,385	838,459	854,279	870,099	885,919
Surplus In Excess of RPS (MWh)	4,561	12,984	176,745	344,251	391,985	443,407	442,960	427,140	411,320	395,500
Annual Increase (MWh)	22,805	27,278	240,690	275,575	106,366	130,671	35,075	15,820	15,820	15,820

### **Resources**

MCE has begun evaluating opportunities for future investment in renewable generating assets. Such opportunities will be evaluated on a case by case basis in consideration of resource location, market conditions, statutory requirements and regulatory considerations. Any renewable generation owned by MCE or controlled under long-term power purchase agreement with a proven public power developer, could provide a portion of MCE's electricity

## APPENDIX D

requirements on a cost-of-service basis. Electricity purchased under a cost-of-service arrangement should be more cost-effective than purchasing renewable energy from third party developers, which will allow the Program to pass on cost savings to its customers through competitive generation rates. Any investment decisions will be made following thorough environmental reviews and in consultation with MCE's financial advisors, investment bankers, attorneys, and potentially with customer input.

As an alternative to direct investment, MCE may consider partnering with an experienced public power developer and enter into a long-term (20-to-30 year) power purchase agreement that would support the development of new renewable generating capacity. Such an arrangement could be structured to greatly reduce the Program's operational risk associated with capacity ownership while providing Program customers with all renewable energy generated by the facility under contract. This option may be preferable to MCE as it works to achieve increasing levels of renewable energy supply to its customers.

### *Purchased Power*

Power purchased from utilities, power marketers, public agencies, and/or generators will likely be the predominant source of supply from 2010 to 2015 (MCE may consider the development of certain renewable energy projects, subject to Board approval, which may supply electric generation to MCE customers as soon as January 2016) and may still remain a significant source of power in the event that MCE considers the development of its own renewable generation assets. During the period from 2010 – 2016, MCE plans to contract with SENA for a substantial portion of its electricity needs under a full requirements power supply agreement, and SENA will be responsible for procuring a mix of power purchase contracts, including specified renewable energy targets, to provide a stable and cost-effective resource portfolio for the Program. Deliveries under this agreement have been supplemented with purchases of other energy products from qualified renewable project developers, asset owners and power marketers. Based on terms established in this third-party contract, MCE will continue to substitute electric energy generated by MCE-owned/controlled renewable resources for contract quantities in the event that such resources become operational during the delivery period.

### *Renewable Resources*

MCE will initially secure necessary renewable power supply from SENA. MCE has supplemented the renewable energy provided under the initial full requirements contract with direct purchases of renewable energy from renewable energy facilities.

For planning purposes, MCE should anticipate procurement from the following types of large scale renewable resources in the near to midterm, which would require little or no transmission expansion to ensure deliverability:

- Local resources (solar, wind, biogas, biomass);
- Wind resources in Solano County;
- Existing Qualifying Facilities with expiring PG&E contracts;
- Expansion and re-powering of wind resources in Alameda County;
- Geothermal in Lake and Sonoma Counties;
- Local biomass projects; and

## APPENDIX D

- Renewable Energy Certificates.

### **Medium and Long-Term Renewable Potential**

For mid and long term planning purposes, MCE should anticipate procurement from the following types of large scale renewable resources<sup>3</sup>:

- Wind imports from the Tehachapi Area;
- Wind imports from the Pacific Northwest;
- Geothermal imports from Nevada;
- Geothermal imports from the Imperial Valley;
- Photovoltaic solar imports from California's Central Valley; and
- Solar CSP imports from Southern California (Riverside and San Bernardino Counties).

Although this resource plan identifies likely resource types and locations, it is not possible to predict what projects might be proposed in response to MCE's future solicitations for renewable energy or that may stem from discussions with other public agencies. Renewable projects that are located virtually anywhere in the Western Interconnection can be considered as long as the electricity is deliverable to the CAISO control area, as required to meet the Commission's RPS rules and any additional guidelines ultimately adopted by MCE's Board of Directors. The costs of transmission access and the risk of transmission congestion costs would need to be considered in the bid evaluation process if the delivery point is outside of MCE's load zone, as defined by the CAISO.

### ***Energy Efficiency***

This section addresses the treatment of energy efficiency as a component of MCE's integrated resource plan. As described below there are opportunities for significant cost effective energy efficiency programs within the region, and MCE will seek to maximize end-use customer energy efficiency to the greatest extent practical. MCE first received funding to implement energy efficiency programs through the 'elect to administer' portion of the Public Utilities Code (section 381.1 e-f), wherein MCE has the authority to collect funds which have already been collected from MCE customers to support an energy efficiency plan that complies with the legislative intent. MCE submitted a plan for the use of 2012 program funding, focusing exclusively on multi-family customers; this plan was certified by the Commission in August, 2012.<sup>4</sup>

On a parallel track, MCE submitted an application to administer funds as an independent program administrator, an option which was clarified by SB 790 (2011) and reinforced in a recent CPUC Decision on CCA and Energy Efficiency<sup>5</sup>. This suite of programs offers energy efficiency services for multi-family, small commercial and single family sectors with financing

---

<sup>3</sup> In the long term, new technologies such as wave or tidal energy may become economically feasible as well.

<sup>4</sup> Resolution E-4815 California Public Utilities Commission. August 23, 2012.

<sup>5</sup> Decision 14-01-033. Decision Enabling Community Choice Aggregators to Administer Energy Efficiency Programs. January 16, 2014.

## APPENDIX D

programs available to support all programs. MCE plans to grow the energy efficiency and local program department over time.

### Baseline Energy Efficiency Potential Estimates

The National Action Plan for Energy Efficiency states among its key findings “consistently funded, well-designed efficiency programs are cutting annual savings for a given program year of 0.15 to 1 percent of energy sales.”<sup>6</sup> The American Council for an Energy-Efficient Economy (ACEEE) reports for states already operating substantial energy efficiency programs energy efficiency goals of one percent, as a percentage of energy sales, is a reasonable level to target.<sup>7</sup> Forecast achievable energy efficiency equal to one percent of the CCA’s forecast energy sales, as indicated in the table below, appears to be a reasonable and conservative baseline for the demand-side portion of CCA’s resource plan. Targeted program savings would be in addition to the savings achieved by PG&E administered programs.

Marin Clean Energy Energy Efficiency Savings Goals (GWH) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Retail Demand	91	185	570	1,110	1,294	1,545	1,582	1,582	1,582	1,582
MCE Energy Efficiency Goal	0	0	0	-6	-6	-4	-8	-12	-16	-16

### CCA Program Energy Efficiency Goals

The Program’s energy efficiency goals reflect a strong commitment to increasing energy efficiency within the County and expanding beyond the savings achieved by PG&E’s programs. MCE’s goal is to increase annual savings through energy efficiency programs to two percent (combined MCE and PG&E programs) of annualized electric sales, as has been adopted by the State of New York, by the end of 2018. Achieving this goal would mean at least a doubling of energy savings relative to the status quo situation without the CCA program. MCE programs will focus on closing the gap between the vast economic potential of energy efficiency within MCE’s service territory and what is actually achieved, while designing programs based on community input that align with MCE’s mission statement.

The following table summarizes the estimated energy efficiency potential for each type of energy efficiency initiative:<sup>8</sup>

<sup>6</sup> National Action Plan for Energy Efficiency, July 2006, Section 6: Energy Efficiency Program Best Practices (pages 5-6)

<sup>7</sup> Energy Efficiency Resource Standards: Experience and Recommendations, Steve Nadel, March 2006, ACEEE Report E063 (pages 28 - 30).

<sup>8</sup> California Energy Efficiency Potential Study Volume 1, California Measurement Advisory Council (CALMAC) Study ID: PGE0211.01, May 24, 2006, Figure 12-2: Distribution of Electric Energy Market Potential, Existing Incentive Levels through 2016.

## APPENDIX D

### California Energy Efficiency Market Potential

EXISTING RESIDENTIAL	53.0%
Existing Commercial	18.0%
Existing Industrial	14.0%
Residential New Construction	1.0%
Commercial New Construction	6.0%
Industrial New Construction	1.0%
Emerging Technologies	7.0%

The retrofit of existing buildings represents 85 percent of the total forecast energy efficiency market potential. Studies show that the residential customer sector presents the largest untapped efficiency gains.

MCE has ramped up the Energy Efficiency department since the first funding authorization in late 2012. MCE's energy efficiency department continues to refine energy savings estimates and develop portfolios in line with customer expectations and local patterns of energy use. Additional details of MCE's energy efficiency plans are set forth in a separate planning document.<sup>9</sup>

#### **Demand Response**

Demand response programs provide incentives to customers to reduce demand upon request by the load serving entity (i.e., MCE), reducing the amount of generation capacity that must be maintained as infrequently used reserves. Demand response programs can be cost effective alternatives to capacity otherwise needed to comply with the resource adequacy requirements. The programs also provide rate benefits to customers who have the flexibility to reduce or shift consumption for relatively short periods of time when generation capacity is most scarce. Like energy efficiency, demand response can be a win/win proposition, providing economic benefits to the electric supplier and customer service benefits to the customer.

In its ruling on local resource adequacy, the CPUC found that dispatchable demand response resources as well as distributed generation resources should be allowed to count for local capacity requirements. MCE has launched several small scale pilots to explore the possibilities for local DR programs. This resource plan anticipates that MCE's demand response programs would partially offset its local capacity requirements beginning in 2016.

PG&E offers several demand response programs to its customers, and MCE intends to recruit those customers that have shown a willingness to participate in utility programs into MCE's demand response programs.<sup>10</sup> The goal for this resource plan is to meet 5 percent of the Program's total capacity requirements (by 2018) through dispatchable demand response

---

<sup>9</sup> Marin Energy Authority's Proposal to Administer Energy Efficiency Programs Pursuant to Public Utilities Code 381.1(e) and (f) for 2012, June 22, 2012.

<sup>10</sup> These utility programs include the Base Interruptible Program (E-BIP), the Demand Bidding Program (E-DBP), Critical Peak Pricing (E-CPP), Optional Binding Mandatory Curtailment Plan (E-OBMC), the Scheduled Load Reduction Program (E-SLRP), and the Capacity Bidding Program (E-CBP). MCE has started to develop and implement its own demand response programs on a pilot basis.

## APPENDIX D

programs that qualify to meet local resource adequacy requirements. This goal translates into approximately 13 MW of peak demand enrolled in MCE’s demand response programs. Achievement of this goal would displace approximately 32 percent of MCE’s local capacity requirement within the Greater Bay Area.

**Marin Clean Energy  
Demand Response Goals  
(MW)  
2010 to 2019**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total Capacity Requirement (MW)	34	55	218	273	270	330	328	325	324	324
Demand Response Target	-	-	-	-	-	-	4	12	16	16
Percentage of Local Capacity Requirement	0%	0%	0%	0%	0%	0%	8%	24%	32%	32%

MCE’s initial DR pilots offer the opportunity to explore DR programs and develop administrative capabilities related to this component of the MCE service offering. MCE plans to leverage experiences and lessons learned from these initial pilots to develop a demand response program that enables it to request customer demand reductions during times when capacity is in short supply or spot market energy costs are exceptionally high. The level of customer payments should be related to the cost of local capacity that can be avoided as a result of the customer’s willingness to curtail usage upon request.

Appropriate limits on customer curtailments, both in terms of the length of individual curtailments and the total number of curtailment hours that can be called should be included in MCE’s demand response program design. It will also be important to establish a reasonable measurement protocol for customer performance of its curtailment obligations. Performance measurement should include establishing a customer specific baseline of usage prior to the curtailment request from which demand reductions can be measured. MCE will likely utilize experienced third party contractors to design, implement and administer its demand response programs.

### ***Distributed Generation***

Consistent with MCE’s environmental policies and the state’s Energy Action Plan, clean distributed generation is a significant component of the integrated resource plan. MCE will work with state agencies and PG&E to promote deployment of photovoltaic (PV) systems within MCE’s jurisdiction, with the goal of maximizing use of the available incentives that are funded through current utility distribution rates and public goods surcharges. MCE has also implemented an aggressive net energy metering program to promote local investment in distributed generation.

There are significant associated environmental benefits and strong customer interest in distributed PV systems. The economics of PV should improve over time as utility rates continue to increase and the costs of the systems decline with technological improvements and added manufacturing capacity. MCE can also promote distributed PV without providing direct financial assistance by being a source of unbiased consumer information and by facilitating customer purchases of PV systems through established networks of pre-qualified vendors. It may also provide direct financial incentives from revenues funded by customer rates to further support use of solar power within the Marin Communities. As previously noted, MCE has

## APPENDIX D

provided direct incentives for PV by offering an aggressive net metering rate to customers who install PV systems so that customers are able to sell excess energy to MCE.

MCE's CCA customers will contribute funds to the California Solar Initiative (CSI) through the public goods charge collected by PG&E, and will be eligible for the incentives provided under that program for installation of PV systems. The California Solar Initiative provides \$2.2 billion of funding to target installation of 1,940 MW of solar systems within the investor owned utility service areas by 2017. All electric customers of PG&E, SCE, and SDG&E are eligible to apply for incentives. Approximately 44 percent of program funding is allocated to the PG&E service territory. Assuming solar deployment would be proportionate to funding, the program is intended to yield approximately 775 MW of solar within the PG&E service area. A minimum of 17 MW should be deployed within the service territory of MCE.

### California Solar Initiative Deployment

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
IOU Territory Target (MW)	705	882	1,058	1,235	1,411	1,587	1,764	1,940	1,940	1,940
Total Funding (\$Millions)	240	240	240	160	160	160	5	0	0	0
PG&E Funding (\$Millions)	105	105	105	70	70	70	2	0	0	0
PG&E Incentives Share	44%	44%	44%	44%	44%	44%	40%	40%	40%	40%
PG&E Area Deployment (MW)	309	386	463	540	617	694	705	776	776	776
MCE Share of PG&E Load	0.1%	0.3%	0.8%	1.5%	1.8%	2.1%	2.1%	2.1%	2.1%	2.1%
MCE Solar Deployment (MW)	0	1	4	8	11	15	15	17	17	17

MCE will work to ensure that customers within its jurisdiction take full advantage of this solar incentive and will develop programs of its own with the goal of doubling the CSI deployment targets shown above.



## CHAPTER 7 – Financial Plan

This Chapter examines the monthly cash flows expected during the phase-in period of the CCA Program and identifies the anticipated financing requirements for the overall CCA Program by MCE. It also describes the requirements for working capital and long-term financing for the potential investment in renewable generation, consistent with the resource plan contained in Chapter 6.

### *Description of Cash Flow Analysis*

This cash flow analysis estimates the level of working capital that will be required during the phase-in period. In general, the components of the cash flow analysis can be summarized into two distinct categories: (1) Cost of CCA Program Operations, and (2) Revenues from CCA Program Operations. The cash flow analysis identifies and provides monthly estimates for each of these two categories. A key aspect of the cash flow analysis is to focus primarily on the monthly costs and revenues associated with the CCA Program phase-in period, and specifically account for the transition or “Phase-In” of CCA Customers from PG&E’s service territory described in Chapter 5.

### *Cost of CCA Program Operations*

The first category of the cash flow analysis is the Cost of CCA Program Operations. To estimate the overall costs associated with CCA Program Operations, the following components were taken into consideration:

- Electricity Procurement;
- Ancillary Service Requirements;
- Exit Fees;
- Staffing Requirements;
- Contractor Costs;
- Infrastructure Requirements;
- Billing Costs;
- Scheduling Coordination;
- Grid Management Charges;
- CCA Bond Premiums;
- Interest Expense; and
- Franchise Fees.

The focus of this cash flow analysis is during the phase-in period.

### *Revenues from CCA Program Operations*

The cash flow analysis also provides estimates for revenues generated from CCA operations or from electricity sales to customers. In determining the level of revenues, the cash flow analysis assumes the customer phase-in schedule noted above, and assumes that MCE’s CCA Program provides a Light Green Tariff at comparable generation rates to those of the existing distribution utility for each customer class and a 100 percent Green Tariff at a premium reflective of

## APPENDIX D

incremental renewable power costs. A third service option, which is planned to begin serving customers during the 2015 calendar year, is Sol Shares. The voluntary Sol Shares service option will supply participating customers with 100 percent locally generated solar electricity – MCE is currently accepting enrollments in the Sol Shares program.

Over time, MCE's preference for renewable energy will significantly reduce its exposure to volatile input costs (fuel – natural gas) associated with natural gas-fired generation, which are expected to increase steadily, and potentially significantly, for the foreseeable future. Because a significant portion of MCE's power supply will be from renewable energy sources, upward price pressures on its power supply should be significantly reduced over long-term operations.

Projected long-term cost savings can be passed on to Program customers in the form of lower generation rates or can be applied to the procurement of additional renewable energy supplies (moving the program's renewable energy supply closer to its 100 percent goal), energy efficiency programs or other energy/climate initiatives within the scope of broad-based powers established for MCE. Ultimately, MCE will have flexibility when making these decisions and can respond to the evolving needs of local residents and businesses when developing rate tariffs and energy/climate-focused programs.

### *Cash Flow Analysis Results*

The results of the cash flow analysis provide an estimate of the level of working capital required for MCE to move through the CCA phase-in period. This estimated level of working capital is determined by examining the monthly cumulative net cash flows (revenues from CCA operations minus cost of CCA operations) based on assumptions for payment of costs by MCE, along with an assumption for when customer payments will be received. This identifies, on a monthly basis, what level of cash flow is available in terms of a surplus or deficit.

With the assumptions regarding payment streams, the cash flow analysis identifies funding requirements while recognizing the potential lag between payments received and payments made during the phase-in period. The estimated financing requirements for the phase-in period, including working capital, based on the phase-in of customers as described above is approximately \$3 million. Working capital requirements reach this peak immediately after enrollment of the Phase 3 customers.

### *CCA Program Implementation Feasibility Analysis*

In addition to developing a cash flow analysis which estimates the level of working capital required to get MCE through full CCA phase-in, a summary analysis that evaluates the feasibility of the CCA program during the phase-in period has been prepared. The difference between the cash flow analysis and the CCA feasibility analysis is that the feasibility analysis does not include a lag associated with payment streams. In essence, costs and revenues are reflected in the month in which service is provided. All other items, such as costs associated with CCA Program operations and rates charged to customers remain the same.

The results of the feasibility analysis are shown in the following table. Under these assumptions, over the entire phase-in period the CCA program is projected to accrue a reserve account balance of approximately \$17 million.

## APPENDIX D

**Marin Clean Energy  
Summary of CCA Program Phase-In  
(January 2010 through December 2015)**

CATEGORY	2010	2011	2012	2013	2014	2015
<b>I. REVENUES FROM OPERATIONS (\$)</b>						
ELECTRIC SALES REVENUE	10,610,804	16,454,790	44,052,111	79,097,747	100,075,912	125,116,985
LESS UNCOLLECTIBLE ACCOUNTS	(21,453)	(102,807)	(220,261)	(395,489)	(500,380)	(625,585)
<b>TOTAL REVENUES</b>	<b>10,589,351</b>	<b>16,351,983</b>	<b>43,831,851</b>	<b>78,702,259</b>	<b>99,575,532</b>	<b>124,491,400</b>
<b>II. COST OF OPERATIONS (\$)</b>						
<b>(A) ADMINISTRATIVE AND GENERAL (A&amp;G)</b>						
STAFFING	321,117	430,659	1,077,759	1,386,303	1,825,000	1,993,875
CONTRACT SERVICES	1,035,333	848,063	3,131,840	4,457,964	4,611,420	4,898,007
IOU FEES (INCLUDING BILLING)	19,548	60,794	287,618	584,729	660,114	745,569
OTHER A&G	191,261	189,204	249,729	302,806	373,125	398,084
<b>SUBTOTAL A&amp;G</b>	<b>1,567,259</b>	<b>1,528,720</b>	<b>4,746,946</b>	<b>6,731,802</b>	<b>7,469,659</b>	<b>8,035,535</b>
<b>(B) COST OF ENERGY</b>	<b>7,418,662</b>	<b>11,881,494</b>	<b>35,566,066</b>	<b>69,037,682</b>	<b>85,826,553</b>	<b>111,605,979</b>
<b>(C) DEBT SERVICE</b>	<b>654,595</b>	<b>394,777</b>	<b>747,729</b>	<b>1,195,162</b>	<b>1,195,162</b>	<b>1,151,494</b>
<b>TOTAL COST OF OPERATION</b>	<b>9,640,516</b>	<b>13,804,991</b>	<b>41,060,742</b>	<b>76,964,646</b>	<b>94,491,374</b>	<b>120,793,009</b>
<b>CCA PROGRAM SURPLUS/(DEFICIT)</b>	<b>948,835</b>	<b>2,546,992</b>	<b>2,771,109</b>	<b>1,737,613</b>	<b>5,084,158</b>	<b>3,698,392</b>

The surpluses achieved during the phase-in period serve as operating reserves for MCE in the event that operating costs (such as power purchase costs) exceed collected revenues for short periods of time.

### *Marin Clean Energy Financings*

It is anticipated that three financings may be necessary in support of the CCA Program. The anticipated financings are listed below and discussed in greater detail.

### *CCA Program Start-up and Working Capital (Phases 1 and 2)*

As previously discussed, the start-up and working capital requirements for the CCA Program were approximately \$2 million. These costs are currently being recovered from retail customers through retail rates.

### *CCA Program Working Capital (Phase 3)*

Working capital for Phase 3 was \$3 million financed through a short term credit agreement from a commercial bank.

### *CCA Program Working Capital (Phase 4)*

MCE utilized existing, internally generated funds to cover costs associated with the Phase 4 customer expansion.

## APPENDIX D

### *CCA Program Working Capital (Phase 5)*

MCE anticipates it will have sufficient internally generated funds to fund the Phase 5 customer expansion. If additional funds are required, a short term credit agreement would be used to support the expansion.

### *Renewable Resource Project Financing*

MCE's CCA Program may consider large project financings for renewable resources (likely wind, solar, biomass or geothermal), which may total as much as \$375 million (combined). These financings would only occur after a sustained period of successful Program operation and after appropriate project opportunities are identified and subjected to appropriate environmental review. Such financing would likely occur after several successful years of operating history have been observed and following MCE's receipt of an institutional credit rating. In the event that such financing becomes necessary, funds would include any short-term financing for the renewable resource project development costs, and would extend over a 20- to 30-year term.

The security for such bonds would likely be a hybrid of the revenue from sales to the retail customers of MCE, including a Termination Fee as described in Chapter 9, and the renewable resource project itself.

The following table summarizes the potential financings in support of the CCA Program:

<b>Proposed Financing</b>	<b>Estimated Total Amount</b>	<b>Estimated Term</b>	<b>Estimated Issuance</b>
Start-Up and Working Capital	\$2 million	No longer than 7 years	Early 2010
Working Capital Phase 3	\$3 million	No longer than 5 years	Mid 2012
Potential Renewable Resource Project Financings	\$375 million (aggregate)	20 to 30 years	Undetermined

## CHAPTER 8 - Ratesetting and Program Terms and Conditions

### *Introduction*

This Chapter describes MCE's rate setting policies for electric aggregation services. These include policies regarding rate design, objectives, and provision for due process in setting Program rates. Program rates are ultimately approved by the Board. The Board would retain authority to modify program policies from time to time at its discretion.

### *Rate Policies*

MCE has established rates sufficient to recover all costs related to operation of the program, including any reserves that may be required as a condition of financing and other discretionary reserve funds that may be approved by the Board of Directors. As a general policy, rates will be uniform for all similarly situated customers enrolled in the Program throughout the service area of MCE, comprised of the jurisdictional boundaries of its members.

The primary objectives of the ratesetting plan are to set rates that achieve the following:

- 100 percent renewable energy supply option – Deep Green Tariff;
- 100 percent local solar energy supply option – Sol Shares Tariff
- Rate competitive tariff option – Light Green Tariff (at 50 percent renewable energy);
- Rate stability;
- Equity among customers in each tariff;
- Customer understanding; and
- Revenue sufficiency.

Each of these objectives is described below.

### *Rate Competitiveness*

The goal is to offer competitive rates for the electric services MCE provides to participating customers. For Deep Green participants, the goal is to offer the lowest possible customer rates with an incremental monthly cost premium of approximately 10 percent. For Sol Shares customers, the goal is to offer rates that are generally reflective of local, small utility scale solar development costs, which will initially relate to prices paid under MCE's Feed-In Tariff.

Competitive rates will be critical to attracting and retaining key customers. As discussed above, the principal long-term Program goal is to achieve 100 percent renewable energy supply subject to economic and operating constraints. As previously discussed, the Program will significantly increase renewable energy supply to Program customers, relative to the incumbent utility, by offering two distinct rate tariffs. The default tariff for Program customers will be the Light Green service option, which will maximize renewable energy supply (minimum 50 percent) while maintaining competitive generation rates to those currently offered by PG&E. MCE will also offer its customers a voluntary Deep Green Tariff, which will supply participating

## APPENDIX D

customers with 100 percent renewable energy supply at rates that reflect the Program's cost for procuring necessary energy supplies. As previously noted, MCE will be offering a third service option, Sol Shares, which is planned to begin serving customers during the 2015 calendar year. The voluntary Sol Shares service option will supply participating customers with 100 percent locally generated solar electricity – MCE is currently accepting enrollments in the Sol Shares program.

As previously suggested, the default tariff for Program customers will be the Light Green Tariff. Consistent with this MCE policy, participating qualified low- or fixed-income households, such as those currently enrolled in the California Alternate Rates for Energy (CARE) program, will be automatically enrolled in the Light Green Tariff and will continue to receive related discounts on monthly electricity bills. Based on projected participation in each tariff, the amount of renewable energy supplied to Program customers as a percentage of the Program's total energy requirements is projected to approximate 52 percent in 2015.

### *Rate Stability*

MCE will offer stable rates by hedging its supply costs over multiple time horizons. Rate stability considerations may mean that program rates relative to PG&E's may differ at any point in time from the general rate targets set for the Program. Although MCE's rates will be stabilized through execution of appropriate price hedging strategies, the distribution utility's rates can fluctuate significantly from year-to-year based on energy market conditions such as natural gas prices, the utilities' hedging strategies, and hydro-electric conditions; and from rate impacts caused by periodic additions of generation to utility rate base. MCE will have more flexibility in procurement and ratesetting than PG&E to stabilize electricity costs for customers.

### *Equity among Customer Classes*

MCE's policy will be to provide rate benefits to all customer classes relative to the rates that would otherwise be paid to the local distribution utility. Rate differences among customer classes will reflect the rates charged by the local distribution utility as well as differences in the costs of providing service to each class. Rate benefits may also vary among customers within the major customer class categories, depending upon the specific rate designs adopted by the Board of Directors.

### *Customer Understanding*

The goal of customer understanding involves rate designs that are relatively straightforward so that customers can readily understand how their bills are calculated. This not only minimizes customer confusion and dissatisfaction but will also result in fewer billing inquiries to MCE's customer service call center. Customer understanding also requires rate structures to make sense (i.e., there should not be differences in rates that are not justified by costs or by other policies such as providing incentives for conservation).

### *Revenue Sufficiency*

MCE's rates must collect sufficient revenue from participating customers to fully fund MCE's annual budget. Rates will be set to collect the adopted budget based on a forecast of electric

## APPENDIX D

sales for the budget year. Rates will be adjusted as necessary to maintain the ability to fully recover all of MCE's costs, subject to the disclosure and due process policies described later in this chapter.

### *Rate Design*

MCE will generally match the rate structures from the utilities' standard rates to avoid the possibility that customers would see significantly different bill impacts as a result of changes in rate structures when beginning service in MCE's program. MCE may also introduce new rate options for customers, such as rates designed to encourage economic expansion or business retention within MCE's service area.

### *Net Energy Metering*

Customers with on-site generation eligible for net metering from PG&E will be offered a net energy metering rate from MCE. Net energy metering allows for customers with certain qualified solar or wind distributed generation to be billed on the basis of their net energy consumption. The PG&E net metering tariff (E-NEM) requires the CCA to offer a net energy metering tariff in order for the customer to continue to be eligible for service on Schedule E-NEM. The objective is that MCE's net energy metering tariff will apply to the generation component of the bill, and the PG&E net energy metering tariff will apply to the utility's portion of the bill. MCE will pay customers for excess power produced from net energy metered generation systems in accordance with the rate designs adopted by the MCE Board.

### *Disclosure and Due Process in Setting Rates and Allocating Costs among Participants*

The Executive Officer, with support of appropriate staff, advisors and committees, will prepare an annual budget and corresponding customer rates and submit these as an application for a change in rates to the Board of Directors. The rates will be approved at a public meeting of the Board of Directors no sooner than thirty one (31) days following public posting of the proposed rates (which shall occur on MCE's website) - during this thirty one-day review period, affected customers will be able to provide comment on the proposed rate changes.

MCE will initially adopt customer noticing requirements similar to those the CPUC requires of PG&E. These notice requirements are described as follows:

Notice of rate changes will be published at least once in a newspaper of general circulation within the respective jurisdictions of MCE's Member Agencies. This notice will be published within ten days of MCE's public posting of the subject rate change. Such notice will state that a copy of said application and related exhibits may be examined at the offices of MCE and shall include the locations of such offices

MCE will furnish notice of its application to its customers affected by the proposed increase, either by including such notice as an on-bill message with the regular bill for charges transmitted to such customers or by mailing such notice postage prepaid to such customers.

## APPENDIX D

The notice will state the amount of the proposed increase expressed in percentage terms, a brief statement of the reasons the increase is required or sought, and the mailing address of MCE to which any customer inquiries relative to the proposed increase, including a request by the customer to receive notice of the date, time, and place of any hearing on the application, may be directed.



**CHAPTER 9 – Customer Rights and Responsibilities**

This chapter discusses customer rights, including the right to opt-out of the CCA Program and the right to privacy of customer energy usage information, as well as obligations customers undertake upon agreement to enroll in the CCA Program. All customers that do not opt out within 30 days of the fourth opt-out notice will have agreed to become full status program participants and must adhere to the obligations set forth below, as may be modified and expanded by the MCE Board from time to time.

By adopting this Implementation Plan, the MCE Board approved the customer rights and responsibilities policies contained herein to be effective at Program initiation. The Board retains authority to modify program policies from time to time at its discretion.

***Customer Notices***

As part of the customer enrollment process, at least four notices will be provided to customers describing the Program, informing them of their opt-out rights to remain with utility bundled generation service, and containing a simple mechanism for exercising their opt-out rights. MCE will mail at least two written notices to customers, beginning at least two calendar months, or sixty days, in advance of the date of commencing automatic enrollment. MCE will likely use its own mailing service for requisite opt-out notices rather than including the notices in PG&E's monthly bills. This is intended to increase the likelihood that customers will read the opt-out notices, which may otherwise be ignored if included as a bill insert. Customers may opt out by notifying MCE using MCE's designated, telephone-based opt out processing service. Should customers choose to initiate an opt-out request by contacting PG&E, they will be transferred to MCE's call center to complete the opt-out request. Consistent with CPUC regulations, notices returned as undelivered mail would be treated as a failure to opt out, and the customer would be automatically enrolled.

Following automatic enrollment, at least two notices will be mailed to customers within the first two calendar months, or sixty days, of service. Opt-out requests made on or before the sixtieth day following start of MCE service would result in customer transfer to bundled utility service with no penalty. Such customers will be obligated to pay MCE's charges for electric services provided during the time the customer took service from the Program, but will otherwise not be subject to any penalty or transfer fee from MCE.

New customers who establish service within the Program service area will be automatically enrolled in the Program. Such customers will be mailed two opt-out notices within two calendar months, or sixty-days, of enrollment. MCE's Board of Directors will have the authority to implement entry fees for customers that initially opt out of the Program, but later decide to participate. Entry fees, if deemed necessary, would help prevent potential gaming, particularly by large customers, and aid in resource planning by providing additional control over the Program's customer base. Entry fees would not be practical to administer, nor would they be necessary, for residential and other small customers.

## APPENDIX D

### *Termination Fee*

Customers that are automatically enrolled in the Program can elect to transfer back to the incumbent utility without penalty within the first two months of service. After this free opt-out period, customers will be allowed to terminate their participation subject to payment of a Termination Fee. The Termination Fee may apply to all Program customers that elect to return to bundled utility service or elect to take “direct access” service from an energy services provider. Program customers that relocate within the Program’s service territory would have their CCA service continued at the new address. If a customer relocating to an address within the Program service territory elected to cancel CCA service, the Termination Fee may apply. Program customers that move out of the Program’s service territory would not be subject to the Program’s Termination Fee.

The Termination Fee will consist of two parts: an Administrative Fee set to recover the costs of processing the customer transfer and other administrative or termination costs and a Cost Recovery Charge (“CRC”) that would apply in the event MCE is unable to recover the costs of supply commitments attributable to the customer that is terminating service. PG&E will collect the Administrative Fee from returning customers as part of the final bill to the customer from the CCA Program and will collect the CRC as a lump sum or on a monthly basis pursuant to a negotiated servicing agreement between MCE and PG&E.

The Administrative Fee would vary by customer class as set forth in the table below.

#### **Administrative Fee for Service Termination**

<b>Customer Class</b>	<b>Fee</b>
Residential	\$5
Non-Residential	\$25

The customer CRC will be equal to a pro rata share of any above market costs of MCE’s actual or planned supply portfolio at the time the customer terminates service. The proposed CRC is similar in concept to the Cost Responsibility Surcharge charged by PG&E, and it is designed to prevent shifting of costs to remaining Program customers. The CRC will be set on an annual basis by MCE’s Governing Board as part of the annual ratemaking process. At this time, MCE’s CRC is set to zero.

If customers terminate service, MCE anticipates it will re-market the excess supply and recover all or the majority of its costs. Depending upon market conditions, the CRC may not be needed for recovery of stranded costs. However, MCE’s ability to assess a Cost Recovery Charge, if necessary, can be an important condition for obtaining financing for MCE’s power supply. The low cost financing will, in turn, enable MCE to charge rates that are competitive with PG&E’s.

The Termination Fee will be clearly disclosed in the four opt-out notices sent to customers during the sixty-day period before automatic enrollment and following commencement of

## APPENDIX D

service. The fee could be changed prospectively by MCE's Board of Directors, subject to MCE's customer noticing requirements. As previously noted, customers that opt-out during the statutorily mandated notification period will not pay the Termination Fee that may be imposed by MCE.

Customers electing to terminate service after the initial notification period that provided them with at least four opt-out notices would be transferred to PG&E on their next regularly scheduled meter read date if the termination notice is received a minimum of fifteen days prior to that date. Customers who voluntarily transfer back to PG&E after the initial notification period that provided them with at least four opt-out notices would also be liable for the nominal reentry fees imposed by PG&E as set forth in the applicable utility CCA tariffs. Such customers would also be required to remain on bundled utility service for a period of one year, as described in the utility tariffs.

### *Customer Confidentiality*

MCE has established policies covering confidentiality of customer data. These policies are fully compliant with the California Public Utility Commission's required privacy protection rules for CCA customer energy usage information detailed within Decision D.12-08-045. MCE's policies will maintain confidentiality of individual customer data. Confidential data includes individual customers' name, service address, billing address, telephone number, account number and electricity consumption. Aggregate data may be released at MCE's discretion or as required by law or regulation.

### *Responsibility for Payment*

Customers will be obligated to pay MCE charges for service provided through the date of transfer including any applicable Termination Fees. Pursuant to current CPUC regulations, MCE will not be able to direct that electricity service be shut off for failure to pay MCE's bill. However, PG&E has the right to shut off electricity to customers for failure to pay electricity bills, and Rule 23 mandates that partial payments are to be allocated pro rata between PG&E and the CCA. In most circumstances, customers would be returned to utility service for failure to pay bills in full and customer deposits would be withheld in the case of unpaid bills. PG&E would attempt to collect any outstanding balance from customers in accordance with Rule 23 and the related CCA Service Agreement. The proposed process is for two late payment notices to be provided to the customer within 30 days of the original bill due date. If payment is not received within 45 days from the original due date, service would be transferred to the utility on the next regular meter read date, unless alternative payment arrangements have been made. Consistent with the CCA tariffs, Rule 23, service cannot be discontinued to a residential customer for a disputed amount if that customer has filed a complaint with the CPUC, and that customer has paid the disputed amount into an escrow account.

### *Customer Deposits*

Customers may be required to post a deposit equal to two months' estimated bills for MCE's charges to obtain service from the Program. MCE has adopted a related policy, Rule No. 002, which specifies the circumstances under which a customer deposit will be required. This policy

## APPENDIX D

specifies that “An applicant who previously has been a customer of PG&E or MCE and whose electric service has been discontinued by PG&E or MCE during the last twelve months of that prior service because of nonpayment of bills, may be required to reestablish credit by depositing the amount prescribed in Rule 003 (Deposits) for that purpose.” Rule No. 002 also states that, “A customer who fails to pay bills before they become past due as defined in PG&E Electric Rule 11 (Discontinuance and Restoration of Service), and who further fails to pay such bills within five days after presentation of a discontinuance of service notice for nonpayment of bills, may be required to pay said bills and reestablish credit by depositing the amount prescribed in Rule 003 (Deposits). This rule will apply regardless of whether or not service has been discontinued for such nonpayment<sup>11</sup>.” Rule 003 specifies that the amount of deposit for such a customer shall be equal to two months’ estimated charges for MCE service. Failure to post deposit as required would cause the account service transfer request to be rejected, and the account would remain with PG&E. To date, MCE has not collected any customer deposits.

---

<sup>11</sup> A customer whose service is discontinued by MCE is returned to PG&E generation service.

**CHAPTER 10 - Procurement Process*****Introduction***

This Chapter describes MCE's initial procurement policies and the key third party service agreements by which MCE has obtained operational services for the CCA Program. By adopting the original Implementation Plan, MCE's Board of Directors approved general procurement policies to be effective at Program initiation. The Board retains authority to modify Program policies from time to time at its discretion.

***Procurement Methods***

MCE has entered into agreements for a variety of services needed to support program development, operation and management. It is anticipated MCE will utilize Competitive Procurement, Direct Procurement or Sole Source Procurement, depending on the nature of the services to be procured. Direct Procurement is the purchase of goods or services without competition when multiple sources of supply are available. Sole Source Procurement is generally to be performed only in the case of emergency or when a competitive process would be an idle act.

MCE utilized a competitive solicitation process to enter into agreements with SENA, which provides electrical services for the program. Agreements with entities that provide professional legal or consulting services, and agreements pertaining to unique or time sensitive opportunities, may be entered into on a direct procurement or sole source basis at the discretion of MCE's Executive Officer or Board of Directors.

The Executive Officer periodically reports (e.g., quarterly) to the Board a summary of the actions taken with respect to the delegated procurement authority.

Authority for terminating agreements will generally mirror the authority for entering into the agreements.

***Key Contracts******Electric Supply Contract***

MCE successfully negotiated an electricity supply contract with SENA (through December 31, 2016). For the initial years of program operations, SENA will supply a significant portion of the electricity delivered to MCE customers. For the post-2016 period, MCE will be obligated to complete additional solicitations to secure its resource requirements. In anticipation of this future obligation, MCE has initiated procurement efforts, focusing on necessary renewable energy supply and resource adequacy capacity, to facilitate the transition from full requirements service to a managed portfolio of contracts/resources. This proactive, ongoing approach will avoid dependence on market conditions existing at any single point in time. Under the initial full requirements contract, SENA has committed to serving the composite electrical loads of customers in the Program. SENA also serves as MCE's certified Scheduling

## APPENDIX D

Coordinator and will schedule the loads of all customers in the Program, providing necessary electric energy, capacity/resource adequacy requirements, renewable energy and ancillary services. SENA is wholly responsible for the Program's portfolio operations functions and managing the predominant supply risks for the term of the contract. SENA must also meet the Program's renewable energy goals and comply with all applicable resource adequacy and regulatory requirements imposed by the CPUC or FERC.

Certain financial risks related to changes in Program loads during the term of the agreement are borne by SENA, within the ranges specified in the electric supply agreement. The supplier has also committed to deliver a specific quantity of RPS-eligible renewable energy, as determined by MCE, during each year of the agreement term. The supplier is also required to procure sufficient renewable energy to meet the requirements of serving customers enrolled in the Deep Green MCE service option.

### **Data Management Contract**

Noble Americas Energy Solutions will provide the retail customer services of billing and other customer account services (electronic data interchange or EDI with PG&E, billing, remittance processing, and account management). Recognizing that some qualified wholesale energy suppliers do not typically conduct retail customer services whereas others (i.e., direct access providers) do, the data management contract is separate from the electric supply contract...<sup>12</sup>

The data manager is responsible for the following services:

- Data exchange with PG&E;
- Technical testing;
- Customer information system;
- Customer call center;
- Billing administration/retail settlements; and
- Reporting and audits of utility billing.

Utilizing a third party for account services eliminates a significant expense associated with implementing a customer information system. Such systems can cost from five to ten million dollars to implement and take significant time to deploy. A longer term contract is appropriate for this service because of the time and expense that would be required to migrate data to a new system. Separation of the data management contract from the energy supply contract gives MCE greater flexibility to change energy suppliers, if desired, without facing an expensive data migration issue.

---

<sup>12</sup> The contractor performing account services may be the same entity as the contractor supplying electricity for the program.

## APPENDIX D

### **Electric Supply Procurement Process**

As previously noted, MCE selected SENA as its energy supplier through a competitive solicitation process, which was administered in mid-2009. Additional information regarding SENA is provided below.

### **Shell Energy North America**

Shell Energy North America (US), L.P. (SENA) is a leading supplier of energy and associated services in North America. SENA provides natural gas, electrical energy and capacity, scheduling and asset optimization, risk management, and renewable energy and environmental products to a wide variety of customers. SENA is 100% owned by Royal Dutch Shell Company and its subsidiaries. SENA owns and manages a variety of energy assets in the West, including generation, a portfolio of renewable energy, transmission capacity, natural gas production, liquefied natural gas capacity, natural gas storage capacity, and natural gas pipeline capacity. SENA's West Region operation includes regional offices in San Diego, Portland, Spokane, Berkeley, Salt Lake City, Denver and Mexico City, with 7 X 24 power and gas operations in San Diego and Spokane.

SENA has an extensive list of public and privately owned customers in the West, including all WECC region investor-owned utilities, twenty-five publicly owned (municipal) electric utilities/other public agencies in California, and publicly owned utilities/public agencies in neighboring states. SENA's West Region full requirements power experience includes provision of retail electric service, including provision of resource adequacy, for direct access customers in California.

Renewable energy products offered by SENA include renewable energy, bundled renewable energy, landfill gas, biogas and renewable energy credits. SENA states it is actively developing renewable portfolios and provides related services such as scheduling and shaping of intermittent energy. SENA's affiliate, Shell WindEnergy, develops and owns wind generation in California and other parts of North America. SENA also offers a variety of environmental products including emission offsets and other carbon reducing products.

SENA is rated A- by S&P and A2 by Moody's.

**CHAPTER 11 – Contingency Plan for Program Termination*****Introduction***

This Chapter describes the process to be followed in the case of Program termination. By adopting the original Implementation Plan, MCE's Board of Directors approved the general termination process contained herein to be effective at Program initiation. In the unexpected event that MCE would terminate the Program and return its customers to PG&E service, the proposed process is designed to minimize the impacts on its customers and on PG&E. The proposed termination plan follows the requirements set forth in PG&E's tariff Rule 23 governing service to CCAs. The Board retains authority to modify program policies from time to time at its discretion.

***Termination by Marin Clean Energy***

MCE will offer services for the long term with no planned Program termination date. In the unanticipated event that the majority of the Member's governing bodies (County Board of Supervisors and/or City/Town Councils) decide to terminate the Program, each governing body would be required to adopt a termination ordinance or resolution and provide adequate notice to MCE consistent with the terms set forth in the JPA Agreement. Following such notice, MCE would vote on Program termination subject to a two-tiered vote, as described in the JPA Agreement. In the event that the Board affirmatively votes to proceed with JPA termination, the Board would disband under the provisions identified in its JPA Agreement.

After any applicable restrictions on such termination have been satisfied, notice would be provided to customers six months in advance that they will be transferred back to PG&E. A second notice would be provided during the final sixty-days in advance of the transfer. The notice would describe the applicable distribution utility bundled service requirements for returning customers then in effect, such as any transitional or bundled portfolio service rules.

At least one year advance notice would be provided to PG&E and the CPUC before transferring customers, and MCE would coordinate the customer transfer process to minimize impacts on customers and ensure no disruption in service. Once the customer notice period is complete, customers would be transferred *en masse* on the date of their regularly scheduled meter read date.

MCE will post a bond or maintain funds held in reserve to pay for potential transaction fees charged to the Program for switching customers back to distribution utility service. Reserves would be maintained against the fees imposed for processing customer transfers (CCASRs). The Public Utilities Code requires demonstration of insurance or posting of a bond sufficient to cover reentry fees imposed on customers that are involuntarily returned to distribution utility service under certain circumstances. The cost of reentry fees are the responsibility of the energy services provider or the community choice aggregator, except in the case of a customer returned for default or because its contract has expired. MCE will post financial security in the



## APPENDIX D

appropriate amount as part of its registration materials and will maintain the financial security in the required amount, as necessary.

### *Termination by Members*

The JPA Agreement defines the terms and conditions under which Members may terminate their participation in the program.

**CHAPTER 12 – Appendices**

**Appendix A: MCE Resolution 2014-03**

**Appendix B: County of Napa, Resolution 2014-59**

**Appendix C: Marin Clean Energy Joint Powers Agreement**

**Appendix D: County of Napa, CCA Ordinance – Ordinance No. 1391**

## **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 American Canyon  
City of Belvedere  
City of Benicia  
City of Calistoga  
Town of Corte Madera  
City of El Cerrito  
Town of Fairfax  
City of Larkspur  
City of Lafayette  
City of Mill Valley  
City of Napa  
City of Novato  
City of Richmond  
Town of Ross  
Town of San Anselmo  
City of San Pablo  
City of San Rafael  
City of Sausalito  
City of St. Helena  
Town of Tiburon  
City of Walnut Creek  
Town of Yountville  
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 April 21, 2016.

<b>Party</b>	<b>kWh*</b>
City of American Canyon	83,543,443
City of Belvedere	9,973,170
City of Benicia	272,731,094
City of Calistoga	27,989,218
Town of Corte Madera	62,093,107
City of El Cerrito	109,836,169
Town of Fairfax	24,700,647
City of Lafayette	126,334,082
City of Larkspur	63,174,199
City of Mill Valley	69,176,164
City of Napa	386,262,547
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
City of St. Helena	55,556,737
Town of Tiburon	40,913,144
City of Walnut Creek	465,644,787
Town of Yountville	34,502,172
County of Marin	330,023,521
County of Napa	348,095,521
<b>Authority Total Energy Use</b>	<b>3,931,144,578</b>
*Data Provided by PG&E	

**Exhibit D**  
**To the**  
**Joint Powers Agreement**  
**Marin Clean Energy**  
**- Voting Shares -**

This Exhibit D is effective as of April 21, 2016.

<b>Party</b>	<b>kWh*</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	83,543,443	2.08%	1.06%	<b>3.15%</b>
City of Belvedere	9,973,170	2.08%	0.13%	<b>2.21%</b>
City of Benicia	272,731,094	2.08%	3.47%	<b>5.55%</b>
City of Calistoga	27,989,218	2.08%	0.36%	<b>2.44%</b>
Town of Corte Madera	62,093,107	2.08%	0.79%	<b>2.87%</b>
City of El Cerrito	109,836,169	2.08%	1.40%	<b>3.48%</b>
Town of Fairfax	24,700,647	2.08%	0.31%	<b>2.40%</b>
City of Lafayette	126,334,082	2.08%	1.61%	<b>3.69%</b>
City of Larkspur	63,174,199	2.08%	0.80%	<b>2.89%</b>
City of Mill Valley	69,176,164	2.08%	0.88%	<b>2.96%</b>
City of Napa	386,262,547	2.08%	4.91%	<b>7.00%</b>
City of Novato	286,565,119	2.08%	3.64%	<b>5.73%</b>
City of Richmond	581,012,267	2.08%	7.39%	<b>9.47%</b>
Town of Ross	13,529,793	2.08%	0.17%	<b>2.26%</b>
Town of San Anselmo	46,642,417	2.08%	0.59%	<b>2.68%</b>
City of San Pablo	97,383,170	2.08%	1.24%	<b>3.32%</b>
City of San Rafael	347,362,327	2.08%	4.42%	<b>6.50%</b>
City of Sausalito	48,099,763	2.08%	0.61%	<b>2.70%</b>
City of St. Helena	55,556,737	2.08%	0.71%	<b>2.79%</b>
Town of Tiburon	40,913,144	2.08%	0.52%	<b>2.60%</b>
City of Walnut Creek	465,644,787	2.08%	5.92%	<b>8.01%</b>
Town of Yountville	34,502,172	2.08%	0.44%	<b>2.52%</b>
County of Marin	330,023,521	2.08%	4.20%	<b>6.28%</b>
County of Napa	348,095,521	2.08%	4.43%	<b>6.51%</b>
<b>*Data Provided by PG&amp;E</b>	<b>3,931,144,578</b>	<b>50.00%</b>	<b>50.00%</b>	<b>100.00%</b>

**ORDINANCE NO. 2015-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM**

**WHEREAS**, the City of American Canyon has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

**WHEREAS**, 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 "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; and

**WHEREAS**, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, on February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

**WHEREAS**, in order to become a member of the MCE, the Act requires the City of American Canyon to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of American Canyon as follows:

**SECTION 1:** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of American Canyon's jurisdiction by and through the City of American Canyon's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 2:** This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after the adoption of this ordinance.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 3<sup>rd</sup> day of November, 2015 by the following vote:

<b>AYES:</b>	Council Members Bennett, Joseph, Ramos, Vice Mayor Leary and Mayor Garcia
<b>NOES:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	None



The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 17<sup>th</sup> day of November, 2015 by the following vote:

AYES: Council Members Bennett, Joseph, Ramos, Vice Mayor Leary, Mayor Garcia  
NOES: None  
ABSTAIN: None  
ABSENT: None



Leon Garcia, Mayor

ATTEST:



Cherri Walton, CMC, Deputy City Clerk

APPROVED AS TO FORM:



William D. Ross, City Attorney

**ORDINANCE NO. 718**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALISTOGA APPROVING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM AND AUTHORIZING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT**

**WHEREAS**, the City of Calistoga has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

**WHEREAS**, Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act") authorizes any California city 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

**WHEREAS**, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, on February 2, 2010 the California Public Utilities Commission certified MCE's "Implementation Plan," confirming MCE's compliance with the requirements of the Act; and

**WHEREAS**, participating in MCE will gives city customers the choice of having 50% to 100% of their electricity supplied from renewable sources—such as wind, bioenergy, and hydroelectric—as compared to Calistoga's existing provider PG&E, whose energy mix in 2013 was about 22% from renewable sources, at rates that are competitive with PG&E.

**WHEREAS**, in order to become a member of MCE, the Act requires the City to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in MCE.

**NOW, THEREFORE, THE CALISTOGA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION ONE**

**Findings.** The above recitals are incorporated herein as if set forth herein in full and each is relied upon independently by the City Council for its adoption of this ordinance.

**SECTION TWO**

Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Calistoga's jurisdiction by and through the City's participation in Marin Clean Energy.

**SECTION THREE**

The City Council hereby authorizes the Mayor to execute the MCE Joint Powers Agreement attached hereto as Exhibit A.

**SECTION FOUR**

**Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**SECTION FIVE**

**Effective Date.** This ordinance shall take effect on the later of (a) the date the MCE Board of Directors adopts a resolution adding the City of Calistoga as a member of MCE, or (b) 30 days after its passage. Before the expiration of fifteen (15) days after its passage, the ordinance shall be published in accordance with law in a newspaper of general circulation published and circulated in the city of Calistoga.

THIS ORDINANCE was introduced with the first reading waived at the City of Calistoga City Council meeting of the **20th day of October, 2015**, and was passed and adopted at a regular meeting of the Calistoga City Council on **November 3, 2015**, by the following vote:

**AYES:** Councilmember Kraus, Councilmember Lopez-Ortega,  
Councilmember Barnes and Mayor Canning  
**NOES:** None  
**ABSENT:** Vice Mayor Dunsford  
**ABSTAIN:** None

  
\_\_\_\_\_  
Chris Canning, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Melissa Velasquez, Deputy City Clerk

ORDINANCE O2016-3

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NAPA, STATE OF CALIFORNIA, APPROVING THE MARIN  
CLEAN ENERGY JOINT POWERS AGREEMENT AND  
AUTHORIZING THE IMPLEMENTATION OF A  
COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the City of Napa has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

WHEREAS, 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 "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; and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

WHEREAS, in order to become a member of the MCE, the Act requires the City of Napa to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Napa as follows:

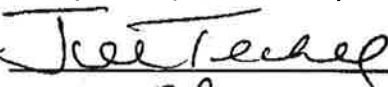
**SECTION 1:** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Napa's jurisdiction by and through the City of Napa's participation in Marin Clean Energy. The City Manager is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 2: Severability.** If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid

or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**SECTION 3: Effective Date.** This Ordinance shall become effective on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City of Napa as a member of MCE, or (b) 30 days after the adoption of this ordinance.

City of Napa, a municipal corporation

MAYOR: 

ATTEST:   
FOR CITY CLERK OF THE CITY OF NAPA  
Lisa Blackmon, Deputy City Clerk


STATE OF CALIFORNIA }  
COUNTY OF NAPA } SS:  
CITY OF NAPA }

I, Dorothy Roberts, City Clerk of the City of Napa, do hereby certify that the foregoing Ordinance had its first reading and was introduced during the regular meeting of the City Council on the 19<sup>th</sup> day of January, 2016, and had its second reading and was adopted and passed during the regular meeting of the City Council on the 2nd day of February, 2016, by the following vote:

AYES: Inman, Luros, Mott, Sedgley, Techel  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:   
Lisa Blackmon, Deputy City Clerk  
FOR  Dorothy Roberts  
City Clerk

Approved as to Form:

  
Michael W. Barrett  
City Attorney

**BEFORE THE CITY COUNCIL OF THE CITY OF LAFAYETTE**

**IN THE MATTER OF:**

An Ordinance of the City Council of the City of )  
Lafayette approving the Marin Clean Energy ) Ordinance 644  
Joint Powers Agreement and authorizing the )  
Implementation of a Community Choice )  
Aggregation Program )

**WHEREAS**, the City of Lafayette of has been actively investigating options to provide electric services to constituents within its service area since June 2014 with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company; and

**WHEREAS**, 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 "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

**WHEREAS**, on September 27, 2006, AB32 was signed into law establishing the goal of reducing the state's greenhouse gas emissions to 1990 levels by 2020; and

**WHEREAS**, on November 13, 2006, the Lafayette City Council adopted the Environmental Strategy which recognizes the importance of environmental sustainability and encourages community awareness, responsibility, participation, and education to promote an environmentally sustainable community; and

**WHEREAS**, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

**WHEREAS**, 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

**WHEREAS**, the City of Lafayette is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, protection of the environment, and fully supports MCE's current electricity procurement plan, which targets more than 50% renewable energy content; and

**WHEREAS**, approximately 89-percent of housing in the City of Lafayette was built prior to Title 24 standards and is less energy efficient than newer construction; and

**WHEREAS**, in 2010, 22-percent of overall community wide greenhouse gas emissions in Lafayette was caused by energy use and Lafayette has a considerable opportunity to impact emissions through energy conservation, energy efficiency, and the use of renewable energy sources; and

**WHEREAS**, electricity in Lafayette is generated and provided by Pacific Gas and Electric Company (PG&E) and there is not presently an alternative provider in the City. PG&E is currently working to add more renewable energy to its power mix under California's renewable portfolio standard and is on track to have 33-percent renewables by the end of 2020; and

**WHEREAS**, the City finds it important that its customers- residents, businesses, and public facilities- have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the City of Lafayette finds that joining MCE will offer Lafayette customers choice in their power provider and will help Lafayette meet the state goal set out in AB32 and the goals outlined in the City's Environmental Strategy; and

**WHEREAS**, on August 10, 2015 the Lafayette City Council authorized a Letter of Intent to be sent to Marin Clean Energy requesting that they conduct a membership analysis for Lafayette; and

**WHEREAS**, in order to become a member of MCE, the MCE Joint Powers Agreement 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 MCE.

**THE CITY COUNCIL OF THE CITY OF LAFAYETTE DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City of Lafayette has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company.

**Section 2.** 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 "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).

**Section 3.** The Act expressly authorizes participation in CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time.

**Section 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**Section 5.** In order to become a member of MCE, the Act requires the City of Lafayette to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**Section 6.** Based upon all of the above, the City of Lafayette Council elects to implement a Community Choice Aggregation program within the City of Lafayette's jurisdiction by and through the City of Lafayette's participation in Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**Section 7.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**Section 8.** This ordinance shall take effect on the later of (a) the date the - Board of Directors of MCE adopts a Resolution adding the City/Town as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage.

**Section 9.** The City Clerk shall either (a) have this Ordinance published in a newspaper of general circulation once within fifteen (15) days after its adoption, or (b) have a summary of this Ordinance published twice in a newspaper of general circulation, once five (5) days before its adoption and again within fifteen (15) days after adoption.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Lafayette held on January 25, 2016, and adopted and ordered published at a meeting of the City Council held on March 14, 2016, by the following vote:

AYES: **Mitchell, B. Andersson, Reilly and Tatzin**

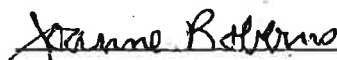
NOES: **None**

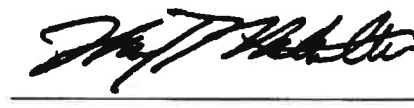
ABSTAIN: **None**

ABSENT: **M. Anderson**

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Joanne Robbins, City Clerk

  
\_\_\_\_\_  
Mark Mitchell, Mayor



**CITY OF ST. HELENA**

**ORDINANCE NO. 2016-1**

**ORDINANCE OF CITY OF ST. HELENA APPROVING THE MARIN  
CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING  
THE IMPLEMENTATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM**

The City Council of the City of St. Helena ordains as follows:

**SECTION 1.** The City of St. Helena has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

**SECTION 2.** 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 "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.

**SECTION 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**SECTION 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**SECTION 5.** In order to become a member of the MCE, the Act requires the City of St. Helena to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**SECTION 6.** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of St. Helena's jurisdiction by and through the City of St. Helena's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**SECTION 7.** This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names

of the members of the Council voting for and against the same in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

The foregoing ordinance was introduced at a meeting of the City Council of the City of St. Helena held on November 24, 2015, and adopted at a meeting held on January 12, 2016, by the following vote:

Mayor Galbraith:	<u>Yes</u>
Vice Mayor White:	<u>Yes</u>
Councilmember Crull:	<u>absent</u>
Councilmember Dohring:	<u>Yes</u>
Councilmember Pitts:	<u>Yes</u>

APPROVED:

Alan Galbraith  
Alan Galbraith, Mayor

ATTEST:

Cindy Black  
Cindy Black, City Clerk



**THE CITY OF WALNUT CREEK  
ORDINANCE NO. 2149**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK  
APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND  
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION  
PROGRAM**

The City Council of the City of Walnut Creek ordains as follows:

**Section 1.** The City of Walnut Creek has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

**Section 2.** 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 "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.

**Section 3.** The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

**Section 4.** On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

**Section 5.** In order to become a member of the MCE, the Act requires the City of Walnut Creek to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

**Section 6.** Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Walnut Creek's jurisdiction by and through the City of Walnut Creek's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

**Section 7.** Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting. This Ordinance shall become effective on the 31<sup>st</sup> day after its adoption.

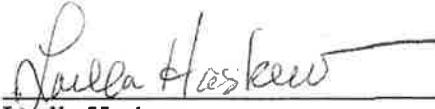
**PASSED AND ADOPTED** by the City Council of the City of Walnut Creek at a regular meeting thereof held on the 15<sup>th</sup> day of March, 2016 by the following called vote:

AYES:            Councilmembers:        Simmons, Carlston, Mayor Haskew

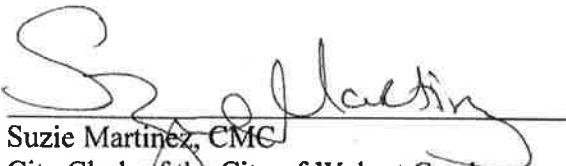
NOES: Councilmembers: Wedel

ABSTAIN: Councilmembers: Silva


ABSENT: Councilmembers: None

  
\_\_\_\_\_  
Loella Haskew  
Mayor of the City of Walnut Creek

Attest:

  
\_\_\_\_\_  
Suzie Martinez, CMC  
City Clerk of the City of Walnut Creek

**I HEREBY CERTIFY** the foregoing to be a true and correct copy of Ordinance No. 2149 duly passed and adopted by the City Council of Walnut Creek, County of Contra Costa, State of California, at a regular meeting of said Council held on the 15<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Suzie Martinez, CMC  
City Clerk of the City of Walnut Creek

**Town of Yountville**  
**Ordinance Number 16-448**

**Approving the Marin Clean Energy Joint Powers Agreement and Authorizing the Implementation of a Community Choice Aggregation Program**

---

**Recitals**

Whereas,

- A. The Town of Yountville has been actively investigating options to provide electric services to constituents within its service areas with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.
- B. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and business in a community-wide electricity aggregation program known as Community Choice Aggregation.
- C. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.
- D. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.
- E. During its January 26 regular meeting, the Yountville Go Green Team received presentations from representatives of MCE and unanimously recommended to the Town Council that the Town become a member of MCE.
- F. In order to become a member of the MCE, the Act requires the Town of Yountville to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

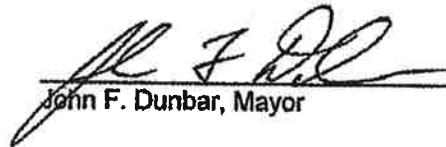
**Now therefore, the Town Council of the Town of Yountville does ordain as follows:**

- 1. Implement a Community Choice Aggregation program within the Town of Yountville's jurisdiction by and through the Town of Yountville's participation in the Marin Clean Energy.
- 2. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.
- 3. **Effective Date.** This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the Town of Yountville as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Yountville Sun, a newspaper of general circulation published in the Town of Yountville.
- 4. **Posting.** Within 15 days from the date of passage of this ordinance, the Town Clerk shall post a copy of the ordinance in accordance with California Government Code in at least three public places in the Town.

INTRODUCED by the Town Council on the first day of March 2016; and

PASSED AND ADOPTED at a regular meeting of the Town Council on the fifteenth day of March 2016 by the following vote:

AYES: DORENBECHER, HALL, DURHAM AND DUNBAR  
NOES: MOHLER  
ABSENT: NONE  
ABSTAIN: NONE

  
\_\_\_\_\_  
John F. Dunbar, Mayor


ATTEST:

TOWN OF YOUNTVILLE

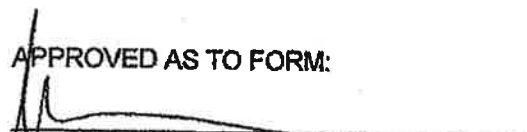
  
\_\_\_\_\_  
Julie Baldia, Deputy Town Clerk

I, JULIE BALDIA, DEPUTY TOWN CLERK of the Town of Yountville, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the Town Council on the first day of March, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the Town Council on the fifteenth day of March, 2016 by the following vote:

AYES: HALL, DORENBECHER, DURHAM AND DUNBAR  
NOES: MOHLER  
ABSENT:  
ABSTAIN:

  
\_\_\_\_\_  
Julie Baldia, Deputy Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Cobden, Town Attorney

**East Bay Community Energy Authority**

**- Joint Powers Agreement –**

Effective \_\_\_\_\_

Among The Following Parties:

## EAST BAY COMMUNITY ENERGY AUTHORITY

### JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”), effective as of \_\_\_\_\_, 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 A (“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 gas emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation, community energy programs and local power development. 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 State, regional and local solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the East Bay Community 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 a Community Choice Aggregation program 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.
6. By establishing the Authority, the Parties seek to:
  - (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;



- (b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may “opt-up” and voluntarily participate;
- (c) Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and one that supports the achievement of the parties’ greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;
- (d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
- (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
- (f) Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);
- (g) Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a “just transition” to the new clean energy economy;
- (h) Deliver clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;
- (i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
- (j) Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and
- (k) Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.

## **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 below, unless the context requires otherwise.

- 1.1.1** “AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.
- 1.1.2** “Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)
- 1.1.3** “Agreement” means this Joint Powers Agreement.
- 1.1.4** “Annual Energy Use” has the meaning given in Section 1.1.23.
- 1.1.5** “Authority” means the East Bay Community Energy Authority established pursuant to this Joint Powers Agreement.
- 1.1.6** “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.
- 1.1.7** “Board” means the Board of Directors of the Authority.
- 1.1.8** “Community Choice Aggregation” or “CCA” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.
- 1.1.9** “CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.
- 1.1.10** “Days” shall mean calendar days unless otherwise specified by this Agreement.
- 1.1.11** “Director” means a member of the Board of Directors representing a Party, including an alternate Director.
- 1.1.12** “Effective Date” means the date on which this Agreement shall become effective and the East Bay Community Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

- 1.1.13** “Ex Officio Board Member” means a non-voting member of the Board of Directors as described in Section 4.2.2. The Ex Officio Board Member may not serve on the Executive Committee of the Board or participate in closed session meetings of the Board.
- 1.1.14** “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.
- 1.1.15** “Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for Initial Costs.
- 1.1.16** “Initial Participants” means, for the purpose of this Agreement the County of Alameda, the Cities of Albany, Berkeley, Emeryville, Oakland, Piedmont, San Leandro, Hayward, Union City, Newark, Fremont, Dublin, Pleasanton and Livermore.
- 1.1.17** “Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- 1.1.18** “Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.19** “Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.20** “Percentage Vote” means a vote taken by the Board pursuant to Section 4.12.1 that is based on each Party having one equal vote.
- 1.1.21** “Total Annual Energy” has the meaning given in Section 1.1.23.
- 1.1.22** “Voting Shares Vote” means a vote taken by the Board pursuant to Section 4.12.2 that is based on the voting shares of each Party described in Section 1.1.23 and set forth in Exhibit C to this Agreement. A Voting Shares vote cannot take place on a matter unless the matter first receives an affirmative or tie Percentage Vote in the manner required by Section 4.12.1 and three or more Directors immediately thereafter request such vote.

**1.1.23** “Voting Shares Formula” means the weight applied to a Voting Shares Vote and is determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) “Annual Energy Use” means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, 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 B and the initial voting shares are designated in Exhibit C. Both Exhibits B and C shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year subject to the approval of the Board.

**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: List of the Parties
- Exhibit B: Annual Energy Use
- Exhibit C: Voting Shares

**1.3** **Revision of Exhibits.** The Parties agree that Exhibits A, B and C 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 EAST BAY COMMUNITY ENERGY AUTHORITY**

**2.1** **Effective Date and Term.** This Agreement shall become effective and East Bay Community Energy Authority shall exist as a separate public agency on December 1, 2016, provided that this Agreement is executed on or prior to such date by at least three Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). 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 7.3, subject to the rights of the Parties to withdraw from the Authority.

**2.2 Initial Participants.** Until December 31, 2016, 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)(12) 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 that 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 East Bay Community 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 boards of all Parties.

**2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party and any other powers granted to the Authority under state law to participate as a group in the CCA Program pursuant to Public Utilities Code Section 366.2(c)(12); 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.

**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** to make and enter into contracts, including those relating to the purchase or sale of electrical energy or attributes thereof;
- 2.5.2** to employ agents and employees, including but not limited to a Chief Executive Officer and General Counsel;
- 2.5.3** to acquire, contract, manage, maintain, and operate any buildings, works or improvements, including electric generating facilities;
- 2.5.4** to acquire property 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** to lease any property;
- 2.5.6** to sue and be sued in its own name;

- 2.5.7 to 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 to form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs at the lowest possible cost consistent with the Authority's CCA Program implementation plan, risk management policies, or to take advantage of legislative or regulatory changes;
- 2.5.9 to issue revenue bonds and other forms of indebtedness;
- 2.5.10 to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state or local public agency;
- 2.5.11 to 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;
- 2.5.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");
- 2.5.13 to make and enter into service, energy and any other agreements 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; and
- 2.5.14 to negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.

**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 City of Emeryville and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.

**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 and comply with the California Environmental Quality Act ("CEQA").

**2.8 Compliance with the Brown Act.** The Authority and its officers and employees shall comply with the provisions of the Ralph M. Brown Act, Government Code Section 54950 *et seq.*

**2.9 Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 *et seq.*) and Government Code Section 1090 *et seq.*, and shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board of Directors may adopt additional conflict of interest regulations in the Operating Rules and Regulations.

### **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 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 a majority of all Directors of the entire Board satisfying the requirements described in Section 4.12, 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)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership fee, if any, and (e) satisfaction of any conditions established by the Board.

**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 of Directors.** The Directors shall be appointed 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 regular Director shall be a member of the governing body of the Party. The person appointed and designated as the alternate Director shall also be a member of the governing body of the Party.

- 4.2.2 The Board shall also include one non-voting ex officio member as defined in Section 1.1.13 (“Ex Officio Board Member”). The Chair of the Community Advisory Committee, as described in Section 4.9 below, shall serve as the Ex Officio Board Member. The Vice Chair of the Community Advisory Committee shall serve as an alternate Ex Officio Board Member when the regular Ex Officio Board Member is absent from a Board meeting.
- 4.2.3 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.12 may include rules regarding Directors, such as meeting attendance requirements. No Party shall be deprived of its right to seat a Director on the Board.

**4.3 Terms of Office.** Each regular and alternate 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 of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting 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. Board approval shall be required for any of the following actions, which are defined as “Essential Functions”:

- 4.5.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.
- 4.5.2 The hiring of a Chief Executive Officer and General Counsel.
- 4.5.3 The appointment or removal of an officer.
- 4.5.4 The adoption of the Annual Budget.
- 4.5.5 The adoption of an ordinance.
- 4.5.6 The initiation of resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may



intervene in, become party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board. The Board shall adopt Operating Rules and Regulations governing the Chief Executive Officer and General Counsel's exercise of authority under this Section 4.5.6.

**4.5.7** The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

**4.5.8** Termination of the CCA Program.

**4.6 Executive Committee.** The Board shall 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 Section 4.5 and the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.12 to adopt and amend the Operating Rules and Regulations or its Essential Functions listed in Section 4.5. After the Executive Committee meets or otherwise takes action, it shall, as soon as practicable, make a report of its activities at a meeting of the Board.

**4.7 Director Compensation.** Directors shall receive a stipend of \$100 per meeting, as adjusted to account for inflation, as provided for in the Authority's Operating Rules and Regulations.

**4.8 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. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

**4.9 Community Advisory Committee.** The Board shall establish a Community Advisory Committee consisting of nine members, none of whom may be voting members of the Board. The function of the Community Advisory Committee shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program as set forth in a work plan adopted by the Board of Directors from time to time, with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision-making authority, or receive any delegation of authority from the Board of Directors. The Board shall publicize the opportunity to serve on the Community Advisory Committee, and shall appoint members of the Community Advisory Committee from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-year terms (the first term of three of the members shall be two years, and four years

thereafter), which may be renewed. A member of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend and/or be entitled to reimbursement for expenses.

**4.10 Chief Executive Officer.** The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement, if the expenditure is authorized in the Authority's approved budget, except the powers specifically set forth in Section 4.5 or those powers which by law must be exercised by the Board of Directors. The Board of Directors shall provide procedures and guidelines for the Chief Executive Officer exercising the powers of the Authority in the Operating Rules and Regulations.

**4.11 General Counsel.** The Board of Directors shall appoint a General Counsel for the Authority, who shall be responsible for providing legal advice to the Board of Directors and overseeing all legal work for the Authority.

**4.12 Board Voting.**

**4.12.1 Percentage Vote.** Except when a supermajority vote is expressly required by this Agreement or the Operating Rules and Regulations, action of the Board on all matters shall require an affirmative vote of a majority of all Directors on the entire Board (a "Percentage Vote" as defined in Section 1.1.20). A supermajority vote is required by this Agreement for the matters addressed by Section 8.4. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, action of the Board shall require an affirmative Percentage Vote of the specified supermajority of all Directors on the entire Board. No action can be taken by the Board without an affirmative Percentage Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved by an affirmative "Voting Shares Vote," as defined in Section 1.1.22, if three or more Directors immediately request such vote.

**4.12.2 Voting Shares Vote.** In addition to and immediately after an affirmative percentage vote, three or more Directors may request that, a vote of the voting shares shall be held (a "Voting Shares Vote" as defined in Section 1.1.22). To approve an action by a Voting Shares Vote, the corresponding voting shares (as defined in Section 1.1.23 and Exhibit C) of all Directors voting in the affirmative shall exceed 50% of the voting share of all Directors on the entire Board, or such other higher voting shares percentage expressly required by this Agreement or the Operating Rules

and Regulations. In the event that any one Director has 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. When a voting shares vote is held, action by the Board requires both an affirmative Percentage Vote and an affirmative Voting Shares Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved on an affirmative Voting Shares Vote. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, the supermajority vote is subject to the Voting Share Vote provisions of this Section 4.12.2, and the specified supermajority of all Voting Shares is required for approval of the action, if the provision of this Section 4.12.2 are triggered.

**4.13 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 and Emergency meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

**4.14 Officers.**

**4.14.1 Chair and Vice Chair.** At the first meeting held by the Board in each calendar year, the Directors shall elect, 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 Chair and Vice Chair shall hold office for one year and serve no more than two consecutive terms, however, the total number of terms a Director may serve as Chair or Vice Chair is not limited. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if: (a) the person serving dies, resigns, or ceases to be a member of the governing body of the Party that the person represents; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

**4.14.2 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.

**4.14.3 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. The same person may not simultaneously hold both the office of Treasurer and the office of the Auditor of the Authority. Unless otherwise exempted from such

requirement, the Authority shall cause an independent audit to be made annually by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary 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.

**4.15 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 an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. 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.

**4.16 Operational Audit.** The Authority shall commission an independent agent to conduct and deliver at a public meeting of the Board an evaluation of the performance of the CCA Program relative to goals for renewable energy and carbon reductions. The Authority shall approve a budget for such evaluation and shall hire a firm or individual that has no other direct or indirect business relationship with the Authority. The evaluation shall be conducted at least once every two years.

## **ARTICLE 5**

### **IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

#### **5.1 Implementation of the CCA Program.**

**5.1.1 Enabling Ordinance.** Prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) 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 4.12.

**5.1.3 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 Other Authority Documents.** The Parties acknowledge and agree that the operations of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, 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.

**5.3 Integrated Resource Plan.** The Authority shall cause to be prepared an Integrated Resource Plan in accordance with CPUC regulations that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with the State Renewable Portfolio standard and customer rate competitiveness. The Authority shall prioritize the development of energy projects in Alameda and adjacent counties. Principal aspects of its planned operations shall be in a Business Plan as outlined in Section 5.4 of this Agreement.

**5.4 Business Plan.** The Authority shall cause to be prepared a Business Plan, which will include a roadmap for the development, procurement, and integration of local renewable energy resources as outlined in Section 5.3 of this Agreement. The Business Plan shall include a description of how the CCA Program will contribute to fostering local economic benefits, such as job creation and community energy programs. The Business Plan shall identify opportunities for local power development and how the CCA Program can achieve the goals outlined in Recitals 3 and 6 of this Agreement. The Business Plan shall include specific language detailing employment and labor standards that relate to the execution of the CCA Program as referenced in this Agreement. The Business Plan shall identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the Authority. The Business Plan shall cover the first five (5) years of the operation of the CCA Program. The Business Plan shall be completed by the Authority no later than eight (8) months after the seating of the Authority Board of Directors. Progress on the implementation of the Business Plan shall be subject to annual public review.

**5.5 Labor Organization Neutrality.** The Authority shall remain neutral in the event its employees, and the employees of its subcontractors, if any, wish to unionize.

**5.6 Renewable Portfolio Standards.** The Authority shall provide its customers energy primarily from Category 1 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall not procure energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) exceeding 50% of the State law requirements, to achieve its renewable portfolio goals. However, for Category 3 RECs associated with generation facilities located within its service jurisdiction, the limitation set forth in the preceding sentence shall not apply.

## **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.

**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 Funding of Initial Costs.** The County shall fund the Initial Costs of establishing and implementing the CCA Program. In the event that the

CCA Program becomes operational, these Initial Costs paid by the County and any specified interest shall be included in the customer charges for electric services to the extent permitted by law, and the County 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 shall not be entitled to any reimbursement of the Initial Costs.

**6.3.4 Additional Contributions and Advances.** Pursuant to Government Code Section 6504, the Parties may in their sole discretion make financial contributions, loans or advances to the Authority for the purposes of the Authority set forth in this Agreement. The repayment of such contributions, loans or advances will be on the written terms agreed to by the Party making the contribution, loan or advance and the Authority.

## **ARTICLE 7** **WITHDRAWAL AND TERMINATION**

### **7.1 Withdrawal.**

**7.1.1 General Right to Withdraw.** 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 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

**7.1.2 Withdrawal Following Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement provided that the requirements of this Section 7.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves 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.

**7.1.3 The Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers for the CCA Program, the Authority must provide to the Parties a report from the electrical utility consultant retained by the Authority comparing the Authority's total estimated electrical rates, the estimated greenhouse gas emissions rate and the amount of estimated renewable energy to be used with that of the incumbent utility. Within 30 days after receiving this report, through its City Manager or a person expressly authorized by the Party, any Party may immediately withdraw

its membership in the Authority by providing written notice of withdrawal to the Authority if the report determines that any one of the following conditions exists: (1) the Authority is unable to provide total electrical rates, as part of its baseline offering to customers, that are equal to or lower than the incumbent utility, (2) the Authority is unable to provide electricity in a manner that has a lower greenhouse gas emissions rate than the incumbent utility, or (3) the Authority will use less qualified renewable energy than the incumbent utility. Any Party who withdraws from the Authority pursuant to this Section 7.1.3 shall not be entitled to any refund of the Initial Costs it has paid to the Authority prior to the date of withdrawal unless the Authority is later terminated pursuant to Section 7.3. In such event, any Initial Costs not expended by the Authority shall be returned to all Parties, including any Party that has withdrawn pursuant to this section, in proportion to the contribution that each made. Notwithstanding anything to the contrary in this Agreement, any Party who withdraws pursuant to this section shall not be responsible for any liabilities or obligations of the Authority after the date of withdrawal, including without limitation any liability arising from power purchase agreements entered into by the Authority.

**7.2 Continuing Liability After Withdrawal; Further Assurances; Refund.** A Party that withdraws its membership in the Authority under either Section 7.1.1 or 7.1.2 shall be responsible for paying its fair share of costs incurred by the Authority resulting from the Party's withdrawal, including costs from the resale of power contracts by the Authority to serve the Party's load and any similar costs directly attributable to the Party's withdrawal, such costs being limited to those contracts executed while the withdrawing Party was a member, and administrative costs associated thereto. The Parties agree that such costs shall not constitute a debt of the withdrawing Party, accruing interest, or having a maturity date. 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 costs described above. Any amount of the Party's funds held by the Authority for the benefit of the Party that are not required to pay the Party's costs described above shall be returned to the Party. 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. A withdrawing party has the right to continue to participate in Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party until the withdrawal's effective date.

**7.3 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.

**7.4 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 Authority 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. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section 8.1. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

**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 the Board deems necessary to protect the interests of the Authority, the Parties and the public. Such insurance coverage shall name the Parties and their respective Board or Council members, officers, agents and employees as additional insureds. 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 in writing by a two-thirds affirmative vote of the entire Board satisfying the requirements described in Section 4.12. Except that, any amendment to the voting provisions in Section 4.12 may only be made by a three-quarters affirmative vote of the entire Board. The Authority shall provide written notice to the Parties at least 30 days in advance of any proposed amendment being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Parties of the effective date of such amendment along with a copy of the amendment.

**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 72 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. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_]

Office of the City Clerk

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

Office of the City Manager/Administrator

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

Office of the City Attorney

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

if to [PARTY No. \_\_\_\_ ]

Office of the City Clerk

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

Office of the City Manager/Administrator

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

Office of the City Attorney

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

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

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

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

Title: \_\_\_\_\_

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

Party: \_\_\_\_\_

**EXHIBIT A**

**-LIST OF THE PARTIES**

**(This draft exhibit is based on the assumption that all of the Initial Participants will become Parties. On the Effective Date, this exhibit will be revised to reflect the Parties to this Agreement at that time.)-**

-

**DRAFT EXHIBIT B**

**-ANNUAL ENERGY USE**

**(This draft exhibit is based on the assumption that all of the Initial Participants will become Parties. On the Effective Date, this exhibit will be revised to reflect the Parties to this Agreement at that time.)**

This Exhibit B is effective as of \_\_\_\_\_.

**Party**

**kWh ([YEAR]\*)**

\*Data provided by PG&E

**DRAFT EXHIBIT C**

**- VOTING SHARES**

**(This draft exhibit is based on the assumption that all of the Initial Participants will become Parties. On the Effective Date, this exhibit will be revised to reflect the Parties to this Agreement at that time.)**

This Exhibit C is effective as of \_\_\_\_\_.

<b>Party</b>	<b>kWh ([YEAR]*)</b>	<b>Voting Share Section 4.11.2</b>
--------------	----------------------	--

**Total**

\*Data provided by PG&E

## **Appendix I. MCE's approval for inclusion of Contra Costa**





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

Brandt Andersson  
City of Lafayette

Sashi McEntee  
City of Mill Valley

Brad Wagenknecht  
County of Napa

Denise Athas  
City of Novato

P. Rupert Russell  
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

Bob Simmons  
City of Walnut Creek

1125 Tamalpais Avenue  
San Rafael, CA 94901

1 (888) 632-3674  
mceCleanEnergy.org

November 8, 2016

John Kopchik, Director of Conservation and Development  
Contra Costa County  
30 Muir Road  
Martinez, CA 94553

Dear Mr. Kopchik:

As you may be aware, MCE is currently serving customers in many jurisdictions of Contra Costa County with clean electricity choices at competitive rates for customers. We have been in touch with staff representatives from the County and we are familiar with the technical study currently underway to consider community choice options in other parts of the county not currently served. As part of this process MCE has been asked to clarify what the cost and process would be for new jurisdictions interested in joining MCE.

To respond to this request the MCE Board recently held a Special Meeting to discuss the inclusion process and costs for new jurisdictions within the borders of Contra Costa County. 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 between December 1, 2016 and May 31, 2017.

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
- County assessor data for all building stock in jurisdiction
- Designation of a staff person from your county to serve as a liaison to MCE

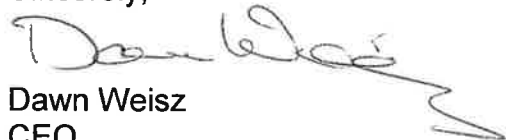
If you are interested in submitting a membership application please notify Alex DiGiorgio, MCE's Community Development Manager, and he will assist you with any questions you may have as you complete the checklist. You can reach Alex by email at: [adiorgio@mcecleanenergy.org](mailto:adiorgio@mcecleanenergy.org) 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 county about the most likely target dates for each process.

To streamline communications and policy setting, participating jurisdictions may consolidate voting representation on the MCE Board. If you choose this option, the selected representative would have a weighted vote based on the combined customer load of all the jurisdictions which voted to consolidate.

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,

A handwritten signature in black ink, appearing to read "Dawn Weisz", with a long, sweeping tail extending to the right.

Dawn Weisz  
CEO

<b>Contra Costa County Community Choice Program DRAFT Implementation Budget (1)</b>	
<b>Project Management and JPA Formation</b>	
Project planning, program development and strategy support	\$150,000
JPA Agreement, CCE ordinance, General Counsel Services	\$100,000
Executive/staff salaries (initial 8 months)	\$400,000
Start up administrative costs (office rent, equipment, insurance, etc.)	\$150,000
<b>TOTAL:</b>	<b>\$800,000</b>
<b>Technical and Energy Services</b>	
Technical Feasibility Study/Comparative Analysis	\$175,000
Implementation Plan Development	\$50,000
Update operating budget; revenue modeling for finance discussions	\$10,000
Power Supply RFP, vendor selection and contract negotiations	\$50,000
Rate Design/Rate Setting	\$50,000
Utility Service Fees	\$75,000
Assistance with NEM/FIT programs, registrations and compliance	\$50,000
CCE Bond	\$100,000
<b>TOTAL:</b>	<b>\$560,000</b>
<b>Communications/Customer Enrollment*</b>	
Logo/Branding/Style Guide	\$25,000
Interactive website with 3 translations	\$45,000
Multilingual Collateral Design/Video	\$40,000
Printing	\$75,000
Earned and Paid Media	\$250,000
Community Outreach/Materials for Tabling	\$25,000
Customer Notifications (2 @ \$1.00 each)	\$400,000
<b>TOTAL:</b>	<b>\$860,000</b>
<b>Finance/Legal</b>	
Banking and Credit Services - RFP, Selection, Negotiation and Paperwork	\$45,000
Power Supply Contract - Legal Services	\$75,000
<b>TOTAL:</b>	<b>\$120,000</b>
<b>Regulatory/Legislative</b>	
Participation in Regulatory Proceedings/Legal	\$50,000
Monitoring and Reporting	\$25,000
<b>TOTAL:</b>	<b>\$75,000</b>
<b>Miscellaneous/Contingency</b>	
<b>TOTAL:</b>	<b>\$100,000</b>
<b>TOTAL:</b>	<b>\$2,515,000</b>

\*Assumes 2 notices to 200,000 customers in eligible cities and unincorporated County; includes cost of design, print and postage

**(1) Notes & Assumptions:**

1. All costs associated with program implementation are fully recoverable through early program revenues
2. This budget provides an estimate of project hard costs and does not include internal staff time
3. Approximately \$1.0 M of this budget could be covered by a third party line of credit put into place ~ 6 months prior to launch; pre-revenue credit will require a guaranty
4. This budget does not include the credit requirements for the cost of power, utility and supplier deposits, or Agency operational expenses



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

Brandt Andersson  
City of Lafayette

Sashi McEntee  
City of Mill Valley

Brad Wagenknecht  
County of Napa

Denise Athas  
City of Novato

P. Rupert Russell  
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

Bob Simmons  
City of Walnut Creek

1125 Tamalpais Avenue  
San Rafael, CA 94901

1 (888) 632-3674  
mceCleanEnergy.org

November 8, 2016

John Kopchik, Director of Conservation and Development  
Contra Costa County  
30 Muir Road  
Martinez, CA 94553

Dear Mr. Kopchik:

As you may be aware, MCE is currently serving customers in many jurisdictions of Contra Costa County with clean electricity choices at competitive rates for customers. We have been in touch with staff representatives from the County and we are familiar with the technical study currently underway to consider community choice options in other parts of the county not currently served. As part of this process MCE has been asked to clarify what the cost and process would be for new jurisdictions interested in joining MCE.

To respond to this request the MCE Board recently held a Special Meeting to discuss the inclusion process and costs for new jurisdictions within the borders of Contra Costa County. 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 between December 1, 2016 and May 31, 2017.

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
- County assessor data for all building stock in jurisdiction
- Designation of a staff person from your county 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: [adiorgio@mcecleanenergy.org](mailto:adiorgio@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 county about the most likely target dates for each process.

To streamline communications and policy setting, participating jurisdictions may consolidate voting representation on the MCE Board. If you choose this option, the selected representative would have a weighted vote based on the combined customer load of all the jurisdictions which voted to consolidate.

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,

A handwritten signature in black ink, appearing to read "Dawn Weisz", with a long, sweeping underline that extends to the right.

Dawn Weisz  
CEO

# CCE TECHNICAL STUDY FOR CONTRA COSTA COUNTY DECEMBER 12, 2016

MRW & Associates  
Oakland, California  
[mef@mrwassoc.com](mailto:mef@mrwassoc.com)  
510.834-1999



# MAIN FINDINGS

- Contra Costa County has several options for implementing a Community Choice Energy (CCE) program that would result in:
  - lower GHG emissions
  - increased local renewable energy generation
  - increased local job creation
- The electricity rates under various CCE scenarios would be similar or less than the PG&E rates.
- Enough technically feasible locations for renewable generation to meet a significant proportion of electricity demand (40% of these sites in Northern Waterfront).
- There are tradeoffs between forming a Contra Costa-only CCE versus existing/ongoing CCE efforts in neighboring counties

# THIS STUDY

- CCE Options
  - Stand-alone Contra Costa CCE
  - Join MCE Clean Energy
  - Join with Alameda County CCE (East Bay Community Energy)
  - No action (remain with “bundled” PG&E service)
  
- Technical analysis of the option for a Contra Costa CCE
  - Potential Rates versus PG&E
  - Greenhouse gas emissions
  - Local solar potential
  - Local job development

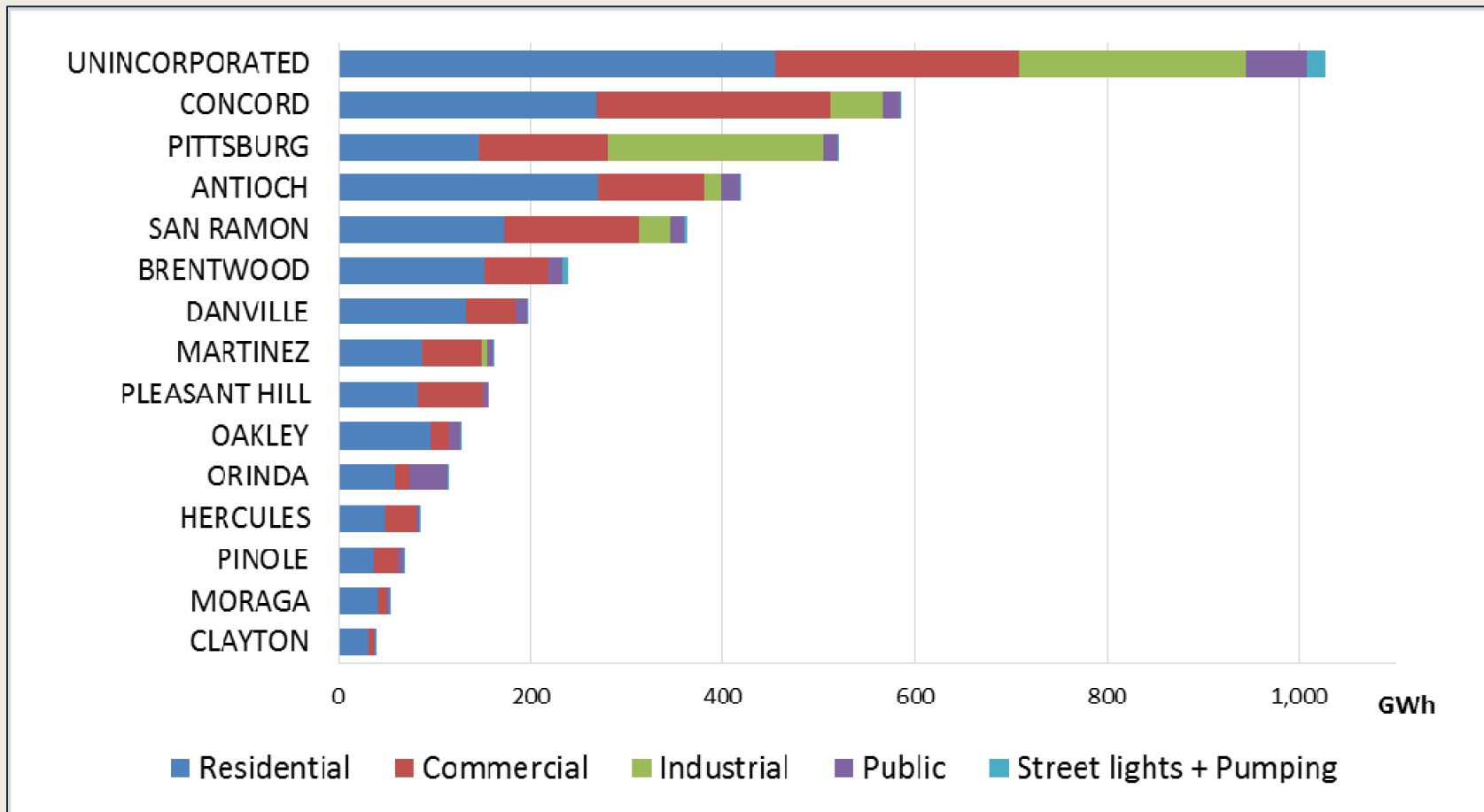


# CONTRA COSTA CCE OPTIONS

Criterion	Form CCCo JPA	Join MCE	Join EBCE	Stay with PG&E
Rates	Likely lower	Likely Lower	Likely Lower	Base
GHG Reduction Potential	Some	Some	Some	Base
Local Control/ Governance	Greatest	Some	Greater	None
Local Economic Benefits	Greatest	Some	Greater	Minimal
Start Up Costs/Cost to Join	Low, but greater risk*	None	Unknown, but likely to be none	None
Level of Effort	Greatest	Minimal	Greater	None
Program Risks	Greatest	Minimal	Some	Base
Timing (earliest)	Mid-Late-2018	Late-2017	Mid-2018	N/A

\*Start-up costs provided by the County or others are likely to be reimbursed by the JPA.

# CONTRA COSTA LOAD



# THE FOUR SCENARIOS MODELED

Scenario	% Renewable at Start	% Renewable at 2030	% Renewable from Local Resources
1	33%	50%	0%
2	50%	80%	0%
3	33%	50%	50%
4	50%	80%	50%

## Notes:

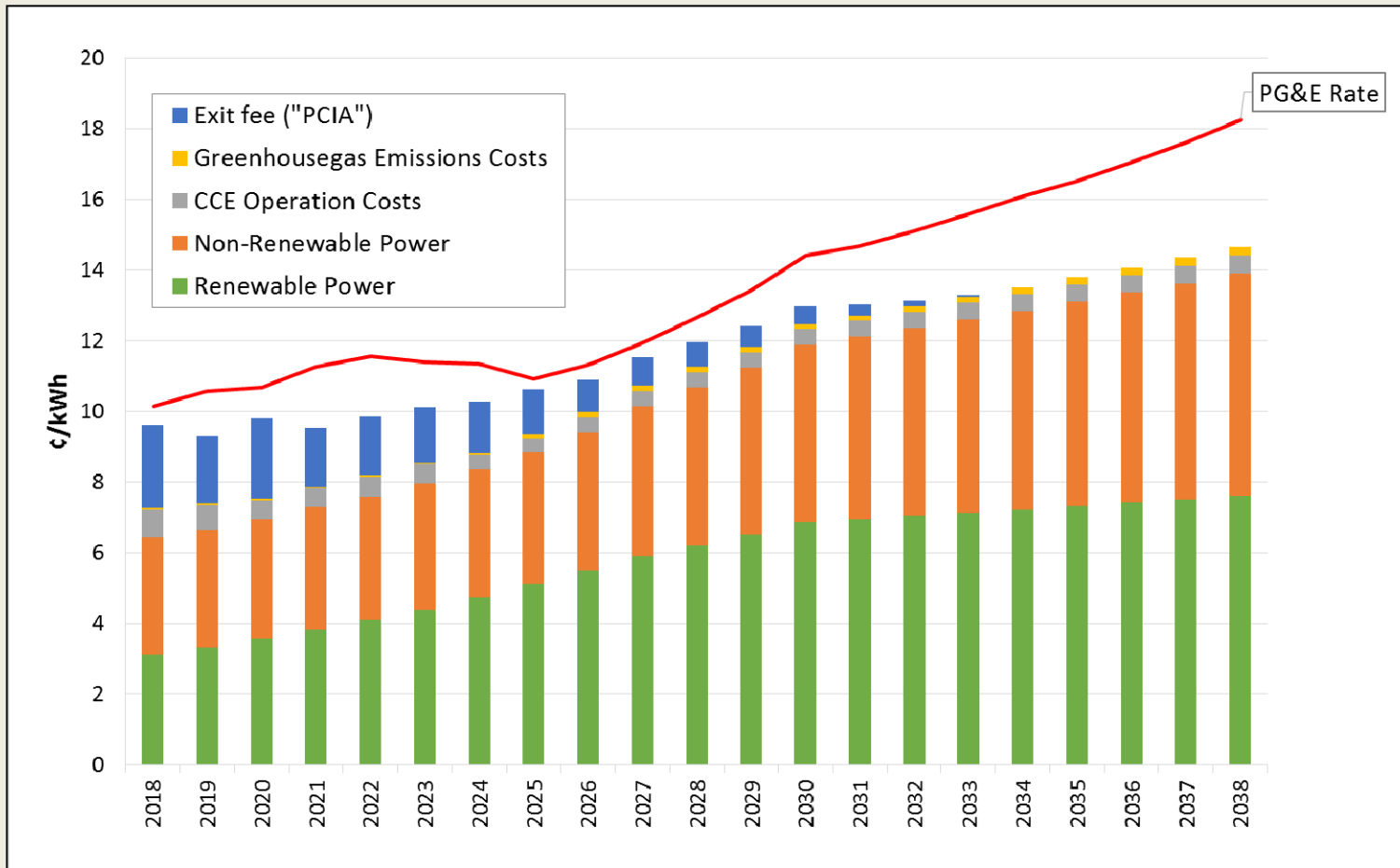
- Scenario 1 represents the lowest cost option, albeit with the least amount of renewables and least greenhouse gas (GHG) savings. Scenario 4 represents the scenario with the greatest amount of renewables (and local renewables) but at the highest cost. The other two scenarios fall in between 1 and 4.
- Customer-sited solar (rooftop) is incorporated in this analysis as a reduction to the CCE's load
- customer-sited solar does not count towards meeting the State's Renewable Portfolio Standard (RPS) and is therefore not included in the renewable procurement in these scenarios.

# AVERAGE BILL SAVINGS - RESIDENTIAL

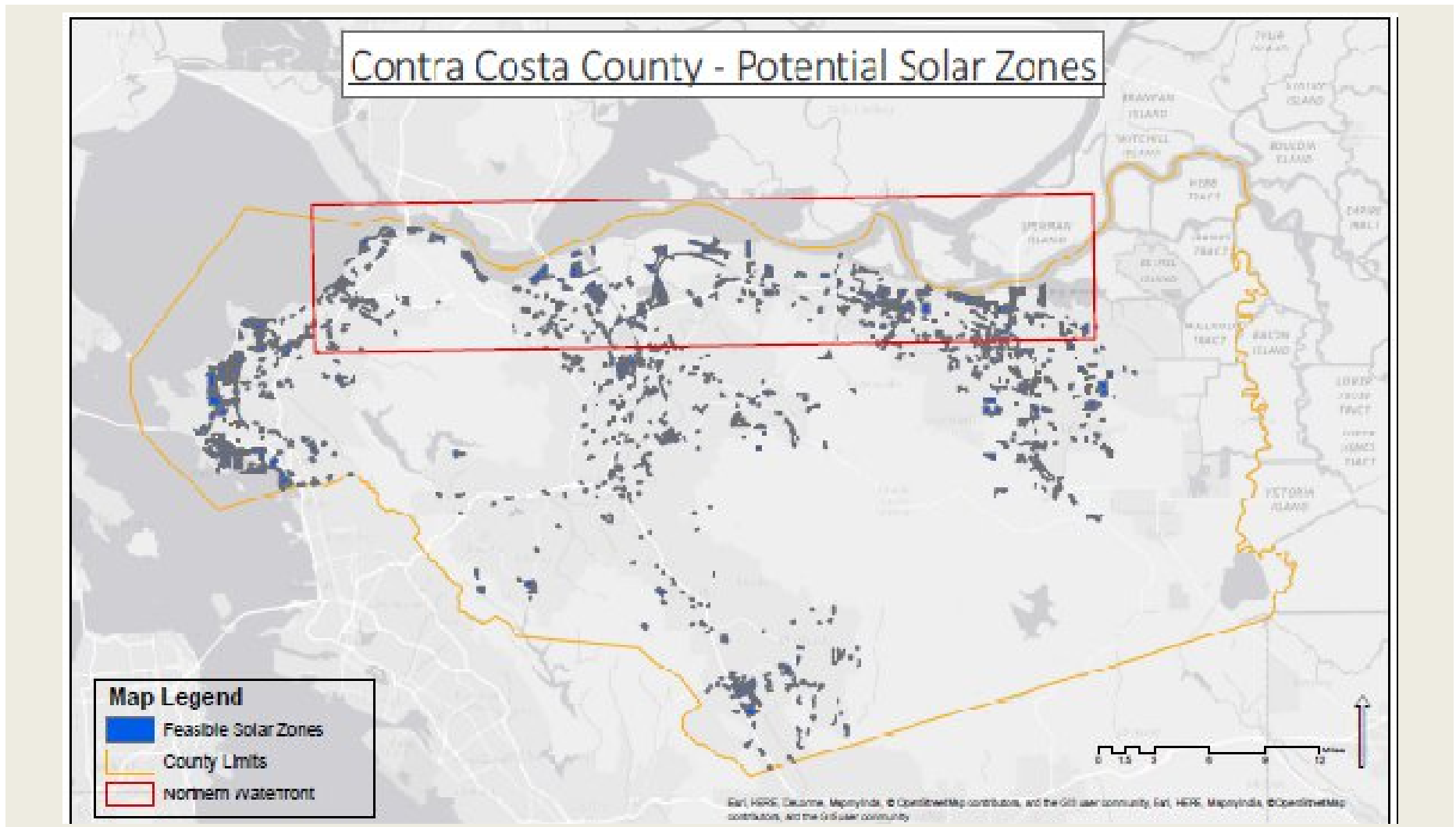
Residential Savings (%)	Scenario 1	Scenario 2	Scenario 3	Scenario 4
2018	0%*	0%	0%	0%
2020	4%	3%	3%	2%
2030	10%	9%	7%	4%
2038	11%	11%	9%	7%

\* The potential rate savings in the first few years is assumed to go toward a reserve fund.

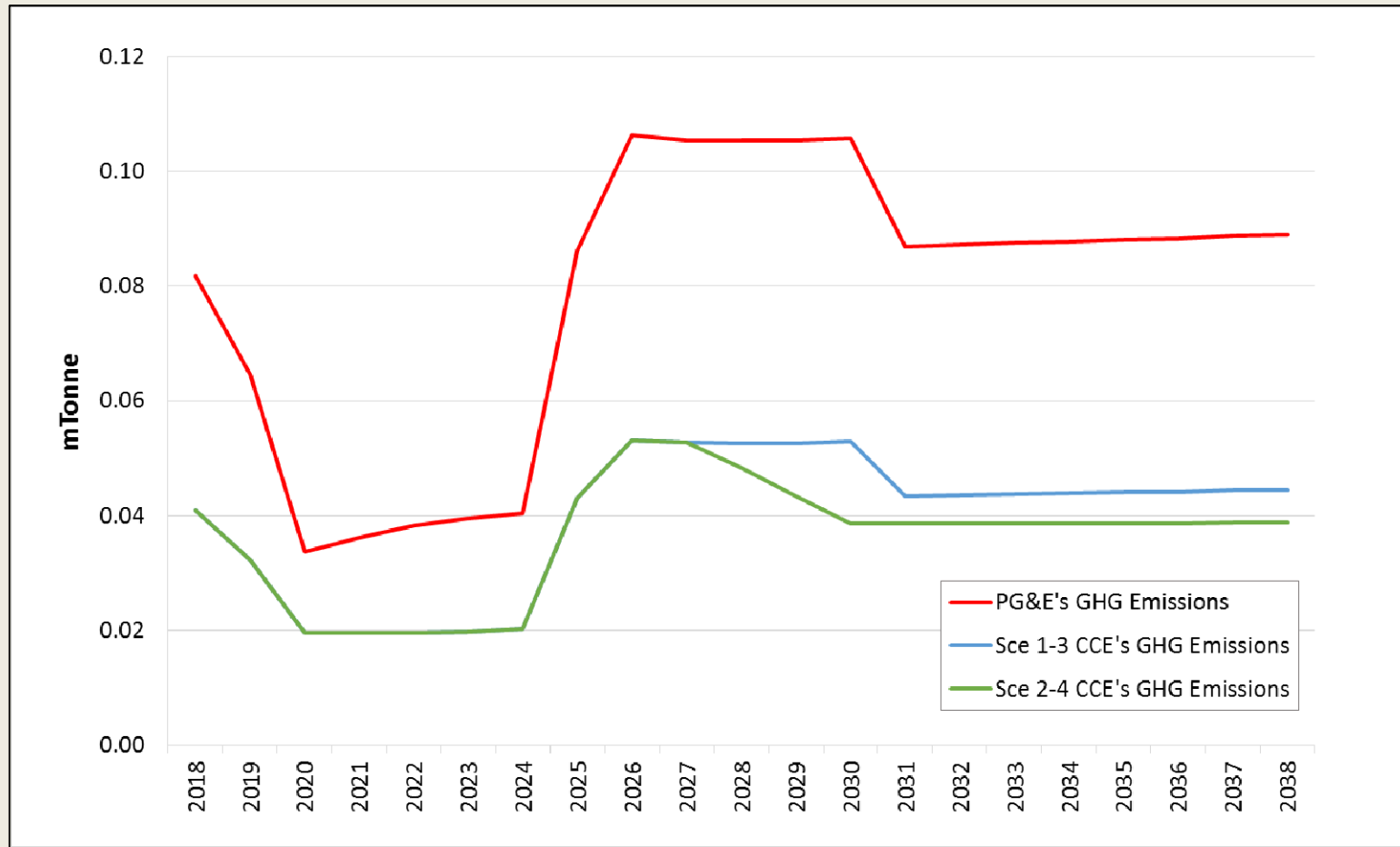
# SCENARIO 4 FORECAST AVERAGE CCE COST AND PG&E RATES



# PUT IN COUNTY MAP WITH SOLAR HERE



# SCENARIO 4 CCE SUPPLY PORTFOLIO AND GHG EMISSIONS

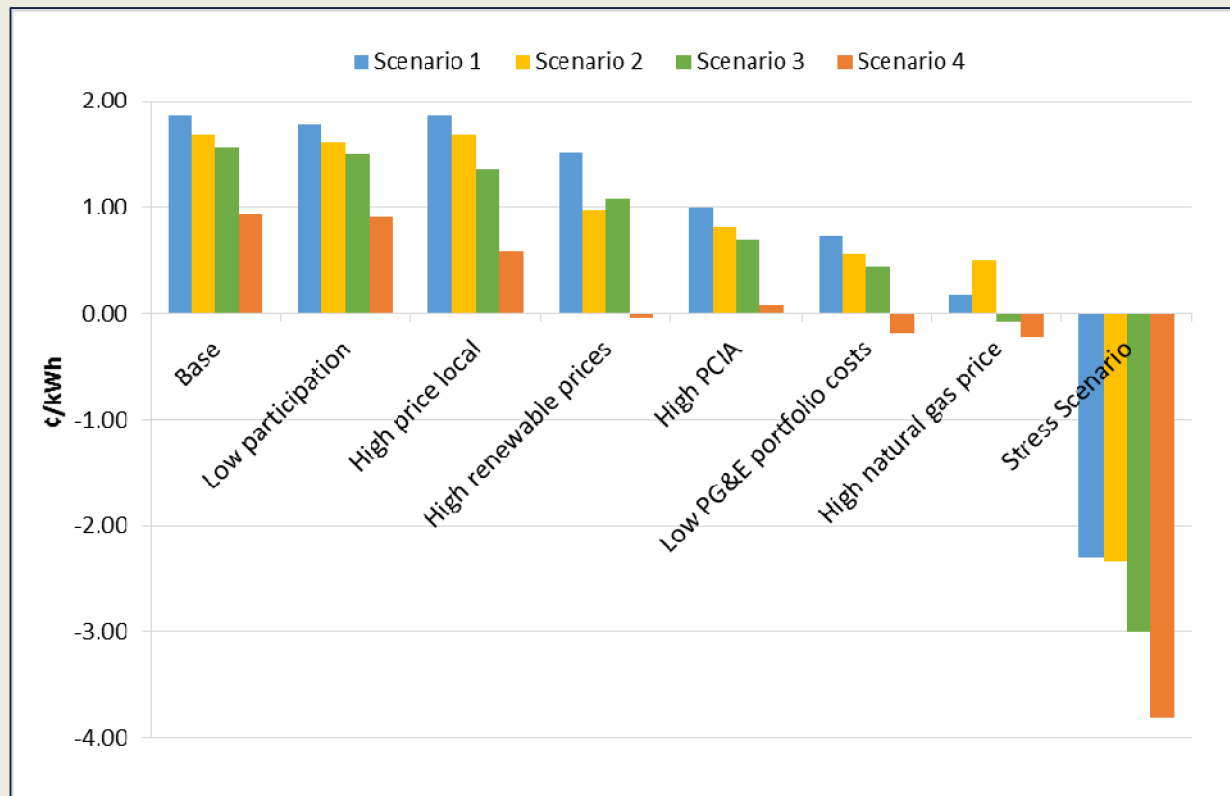


# PRO FORMA SENSITIVITIES

Factor	Sensitivity Change
Low CCE Participation	Double Opt-Outs from 15% to 30%
High Price Local Renewable Generation	Local renewable prices 20% higher than base forecast
Increased cost of renewable power	10% higher through 2021, 20% higher in 2021 and 2022, and 30% higher after 2022
High PCIA ("exit fee")	Retains the high PCIA expected in 2018 (2.4¢/kWh) through 2028
High Natural Gas Prices	US DOE High Gas Price Scenario, which is about 50% higher than the base case price
Low PG&E Rates	PG&E rates 10% lower than base forecast
Stress Scenario	Combined impact of high renewable costs, high PCIA, high gas price and low PG&E rates.



# DIFFERENCE BETWEEN PG&E CUSTOMER RATES AND CCE CUSTOMER RATES



Note: this chart shows the 2018-2028 average of each sensitivity scenario

# CCE SCENARIO ECONOMIC IMPACT DRIVERS

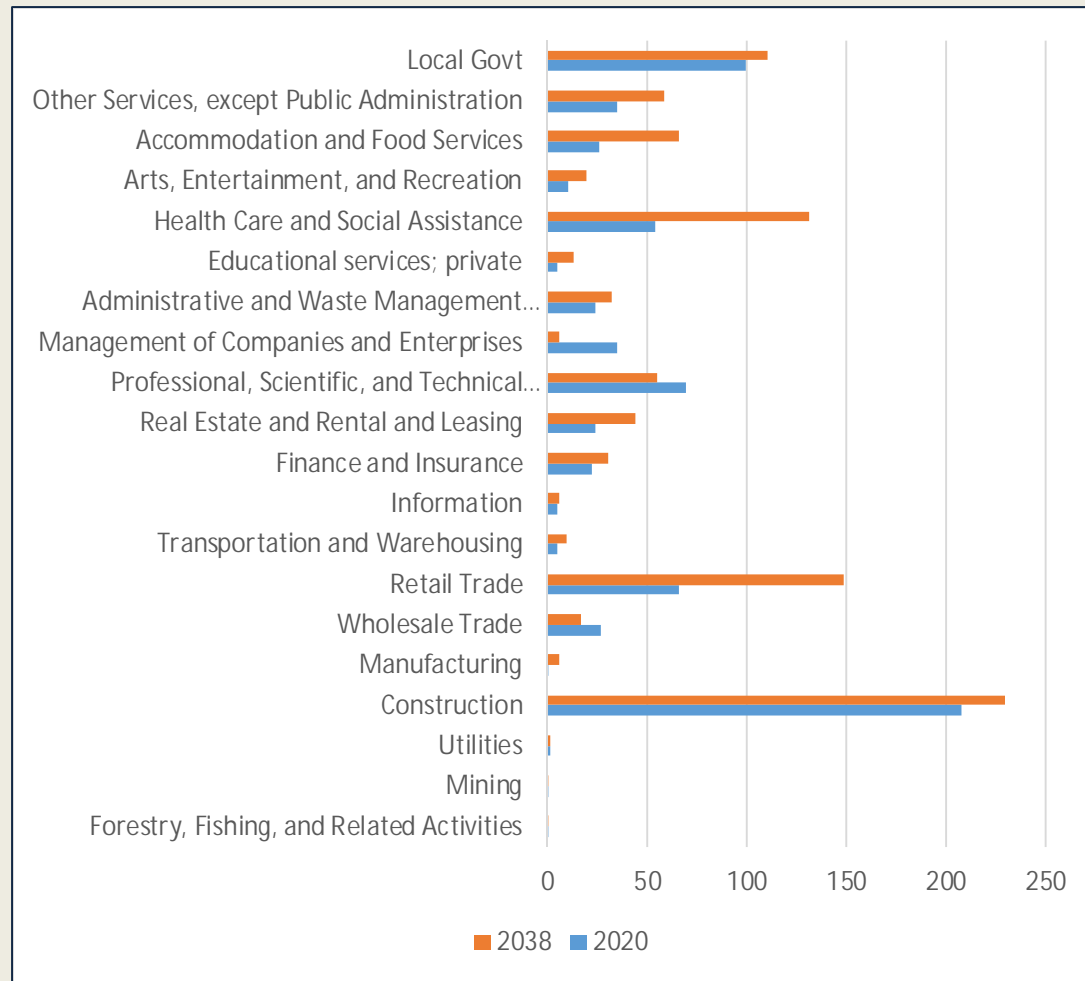
2018-2038, millions of nominal dollars

Scenario	Net Rate savings County customers	CCE Small Solar Investment		CCE Small Solar O&M	
		Contra Costa County	Neighboring Counties	Contra Costa County	Neighboring Counties
1	\$2,390	\$0	\$0	\$0	\$0
2	\$2,251	\$0	\$0	\$0	\$0
3	\$1,656	\$456	\$456	\$234	\$234
4	\$614	\$827	\$827	\$375	\$375

# AVERAGE ANNUAL JOB IMPACTS

Scenario	Contra Costa	Surrounding 4 Counties	All 5 counties
1	681	50	731
2	638	48	686
3	654	268	922
4	529	412	941

# SCENARIO 4: JOBS ADDED AMONG CONTRA COSTA SECTORS



# MAIN CCE RISKS

Risk	Magnitude	Mitigation
Financial Risks to CCE Members	Low	Keep CCE JPA's financial obligations separate from jurisdiction's
Procurement-Related Risks (i.e., can't meet rate or GHG targets)	Medium-low	Enter into balanced portfolio of power contracts
Legislative and Regulatory Risks	High	Monitor and advocate at legislature and CPUC
PCIA ("Exit Fee") Uncertainty	High	Establish rate-stabilization fund to account for volatile PCIA
PCIA Policy Uncertainty	High	Monitor and advocate at legislature and CPUC
Availability/price of low-carbon resources	Medium	Enter into balanced portfolio of power contracts
Bonding Risk	Low	Monitor and advocate at CPUC

# CONCLUSIONS (SO FAR)

- Likely able to meet or beat PG&E's retail rates.
- Can facilitate greater renewable generation in the County
- Can reduce GHGs, but need more than just increased RPS
- Can create 500 and 1,000 new jobs in county
- Trade-offs between different CCE options
  - Forming a stand-alone CCE: greatest control and local benefit potential
  - Joining MCE: quickest, but at loss of local control.
  - Joining EBCE: longer path than MCE, but with the opportunity to influence policies and formation
  - Joining MCE or EBCE can be delayed but it may result in an "entry fee" or higher PCIA.

# QUESTIONS?

# EXTRA / BACKUP SLIDES



# FORMING CONTRA COSTA CCE (VS JOINING MCE OR EBCE)

Benefits	Risks
More Local control (voting share not diluted)	Commitment of County and city resources to establish a new CCE agency
Can form JPA and policies to fully reflect County interests and values	Higher risks due lack of experience, fewer partners
Greatest potential for local economic development (due largely to more local control)	Would need to establish programs, contractors, credit, etc.
Even if formed, individuals may still select PG&E as their power provider	Longest time line to begin enrolling customers

# JOINING MCE (VS EBCE)

Benefits	Risks
5 other Contra Costa County communities have already joined	May have less Board representation (if all of Contra Costa County and its jurisdictions are represented by a shared seat)
Established, successful program with credit capacity and programs in place	May be less of a "fit" compared to East Bay identification and sensibilities (or, for some cities, this may be a benefit)
Likely easier transition/implementation	Programs are already in place; less/minimal input into their formation. Perhaps less ability to focus on local build out and new programs
Likely will be able to enroll customers sooner than EBCE	Joining a large Board serving a very diverse customer base and geography

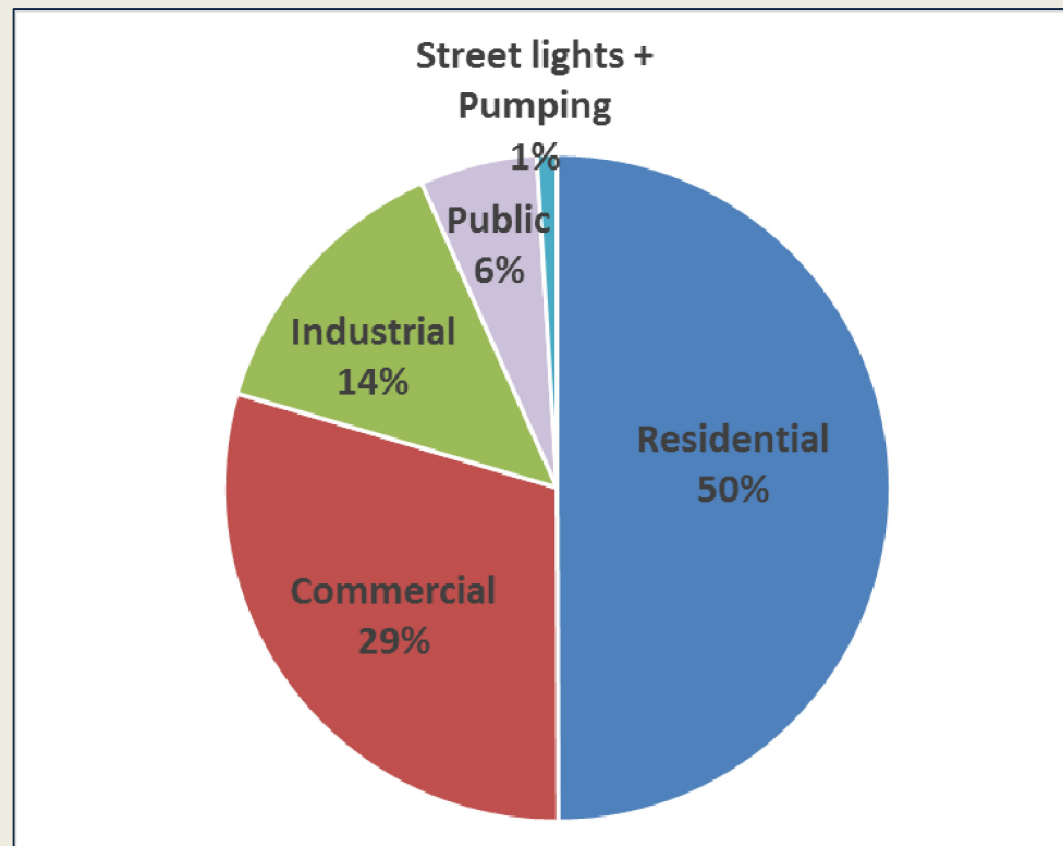
# JOINING EBCE (VS MCE)

Benefits	Risks
Coming in closer to the "ground floor" – opportunity to influence policy direction and program development	Likely to take longer to enroll County communities
May be more mission or cultural alignment (East Bay vs. Marin) for some communities	Path to joining is not clear
Board will more likely be one seat per member jurisdiction (not a shared seat)	May be a small fish among some very large fishes (Oakland, Hayward)
Weighted voting process is a little clearer	Union focused policies may be difficult for some
EBCE working on a local development business plan with emphasis on local power production in the East Bay	

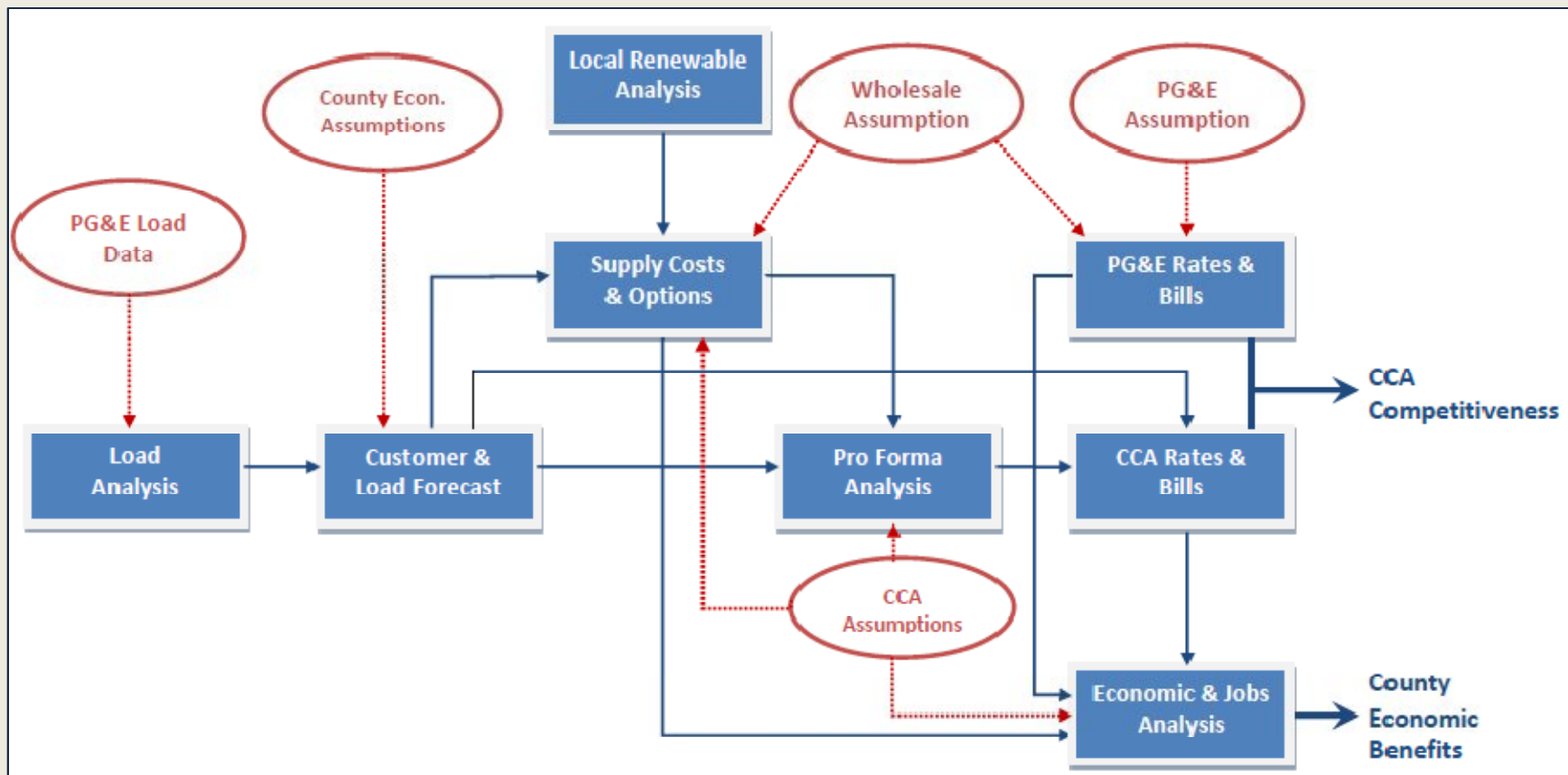
# REMAINING WITH PG&E

Benefits	Risks
Experienced provider	Higher GHG emissions
State regulatory protection	Less local renewable generation
Continuity- same firm provides all services	Higher electricity rates than CCE rates under most scenarios
No action needed by City/County—status quo	No local control
May be able to join a CCE at a later date (but perhaps at some cost)	No local input into policies and offerings
	Less local economic development
	Individuals can remain on bundled PG&E service even though their community is a CCE member

# PG&E'S 2015 BUNDLED LOAD BY RATE CLASS



# TASK MAP



# ESTIMATED START-UP COSTS

Item	Cost
Technical Study	\$200,000
JPA Formation/Development	\$100,000
Implementation Plan Development	\$50,000
Power Supplier Solicitation & Contracting	\$75,000
Staffing	\$700,000
Consultants and Legal Counsel	\$400,000
Marketing & Communications	\$250,000
PG&E Service Fees	\$75,000
CCA Bond	\$100,000
Miscellaneous	\$300,000
Total	\$2,250,000
Working Capital	\$21,500,000
Total	\$23,750,000

# CCE 100% GREEN RATE PREMIUMS

CCE	Rate Option	Increment Above Default Rate
Marin Clean Energy	Deep Green	1¢/kWh
Sonoma Clean Power	EverGreen	3.5¢/kWh
Lancaster Choice Energy	Smart Choice	\$10/month
Peninsula Clean Energy	ECO100	1¢/kWh
Potential Contra Costa Co. CCE	TBD	~1.5¢/kWh



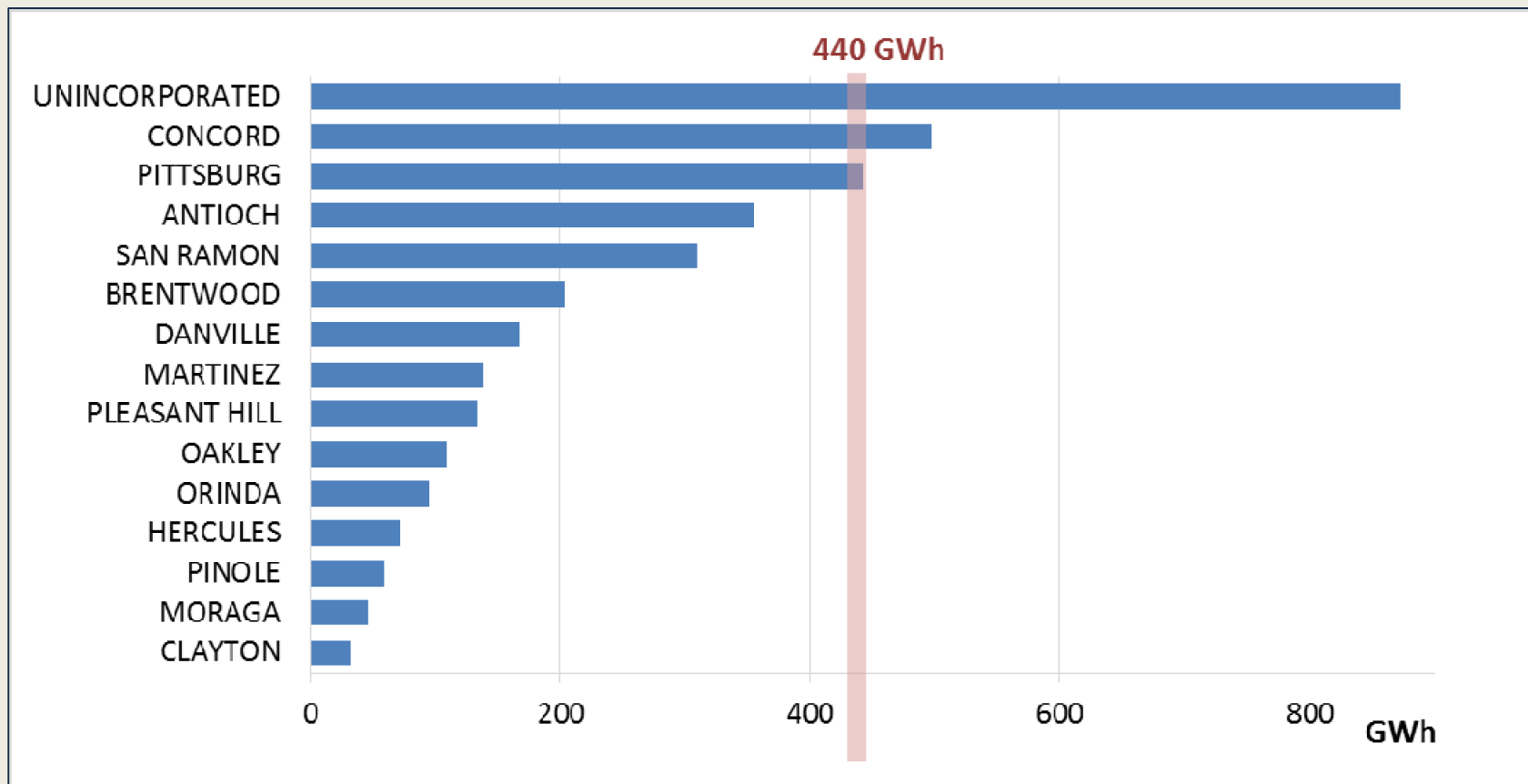
# SCENARIO 1 SAVINGS FOR RESIDENTIAL CCE CUSTOMERS

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCA (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	124	5	4%
2030	500	189	171	18	10%
2038	500	254	227	27	11%

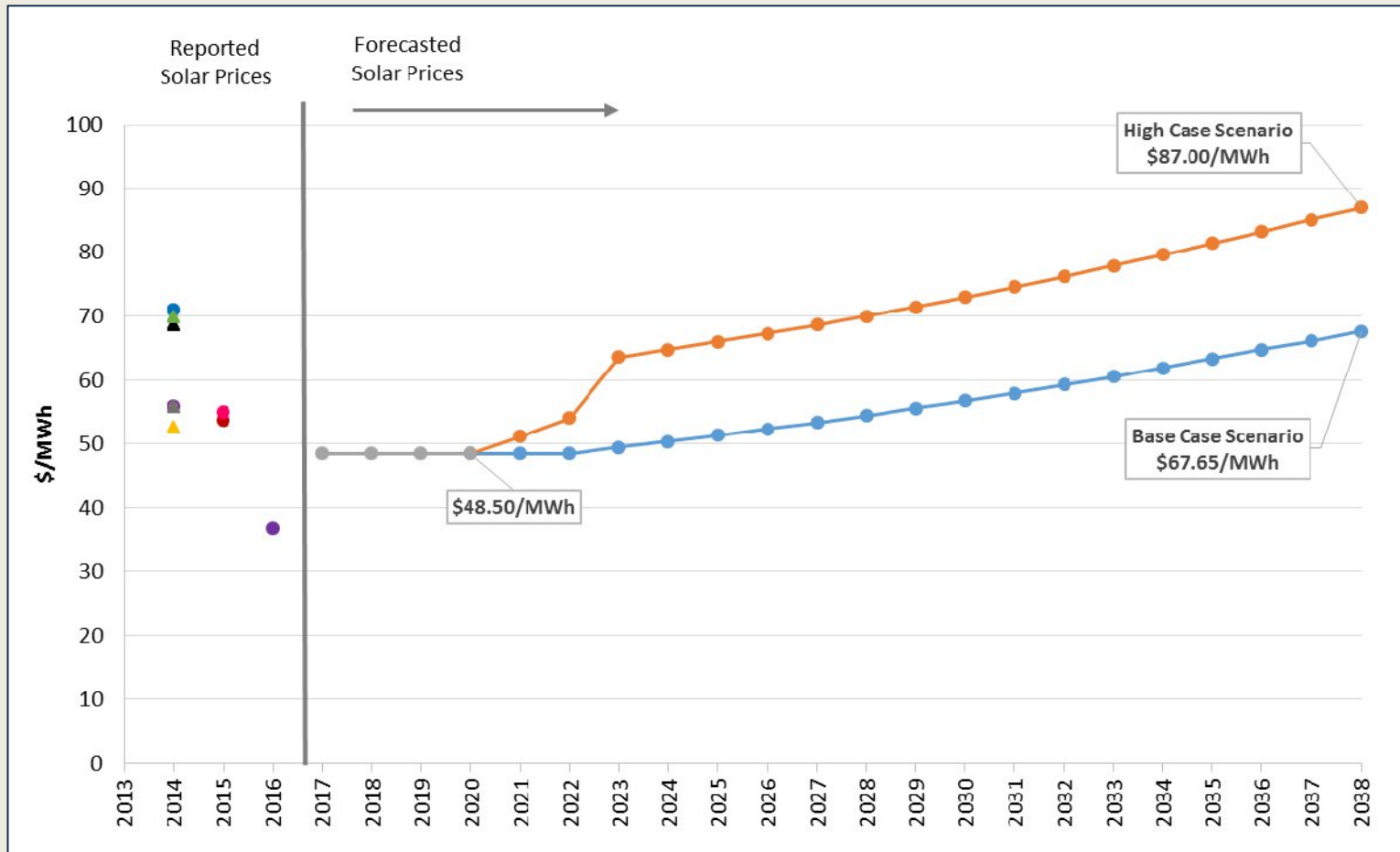
# SCENARIO 4 SAVINGS FOR RESIDENTIAL CCE CUSTOMERS

Residential	Monthly Consumption (kWh)	Bill with PG&E (\$)	Bill with Contra Costa County CCE (\$)	Savings (\$)	Savings (%)
2018	500	121	121	0	0%
2020	500	129	126	3	2%
2030	500	189	182	7	4%
2038	500	254	235	19	7%

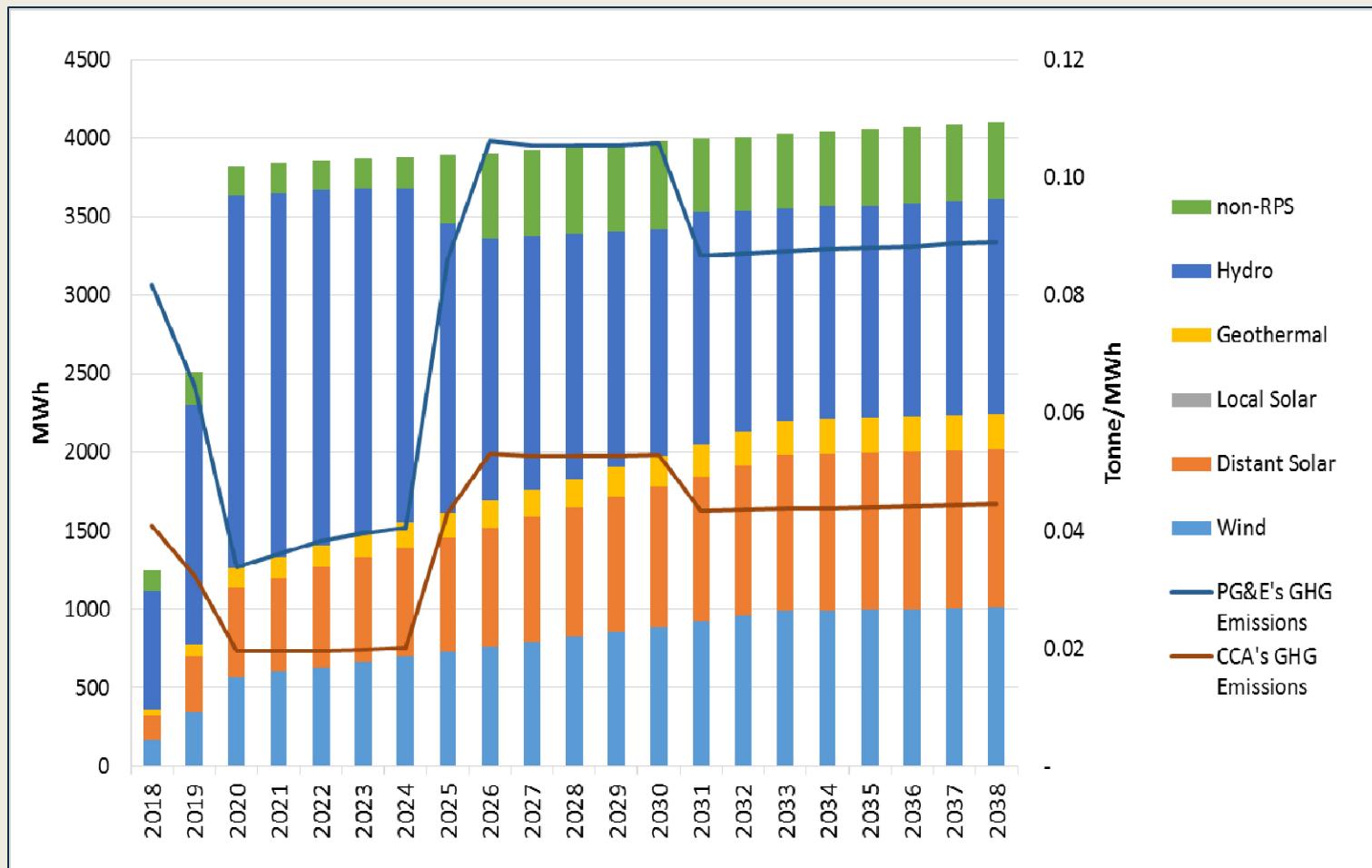
# POTENTIAL LOAD PER CITY (85% PARTICIPATION RATE)



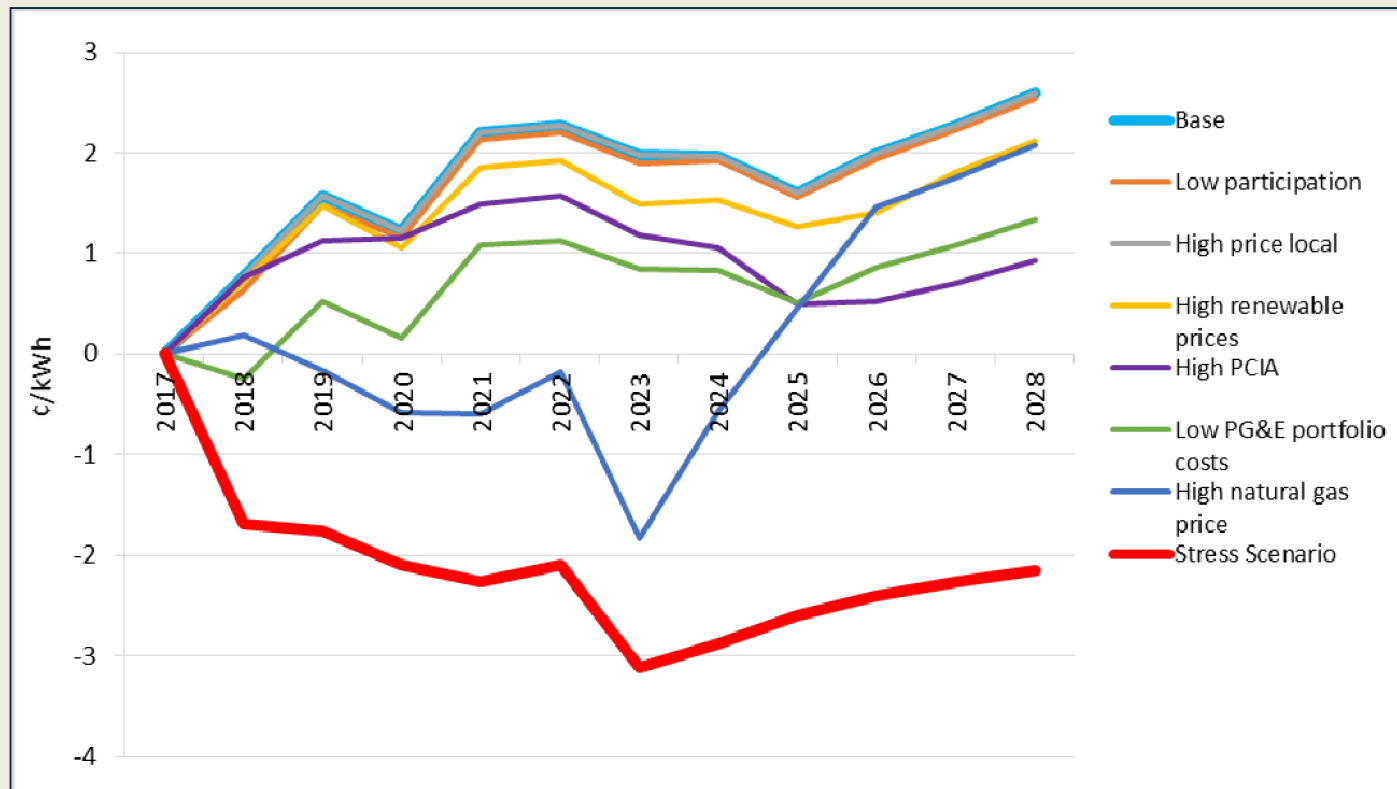
# LARGE-SCALE NON-LOCAL SOLAR PRICE FORECAST



# SCENARIO 1 CCC CCE SUPPLY PORTFOLIO AND GHG EMISSIONS



# DIFFERENCE BETWEEN PG&E CUSTOMER RATES AND CCE CUSTOMER RATES

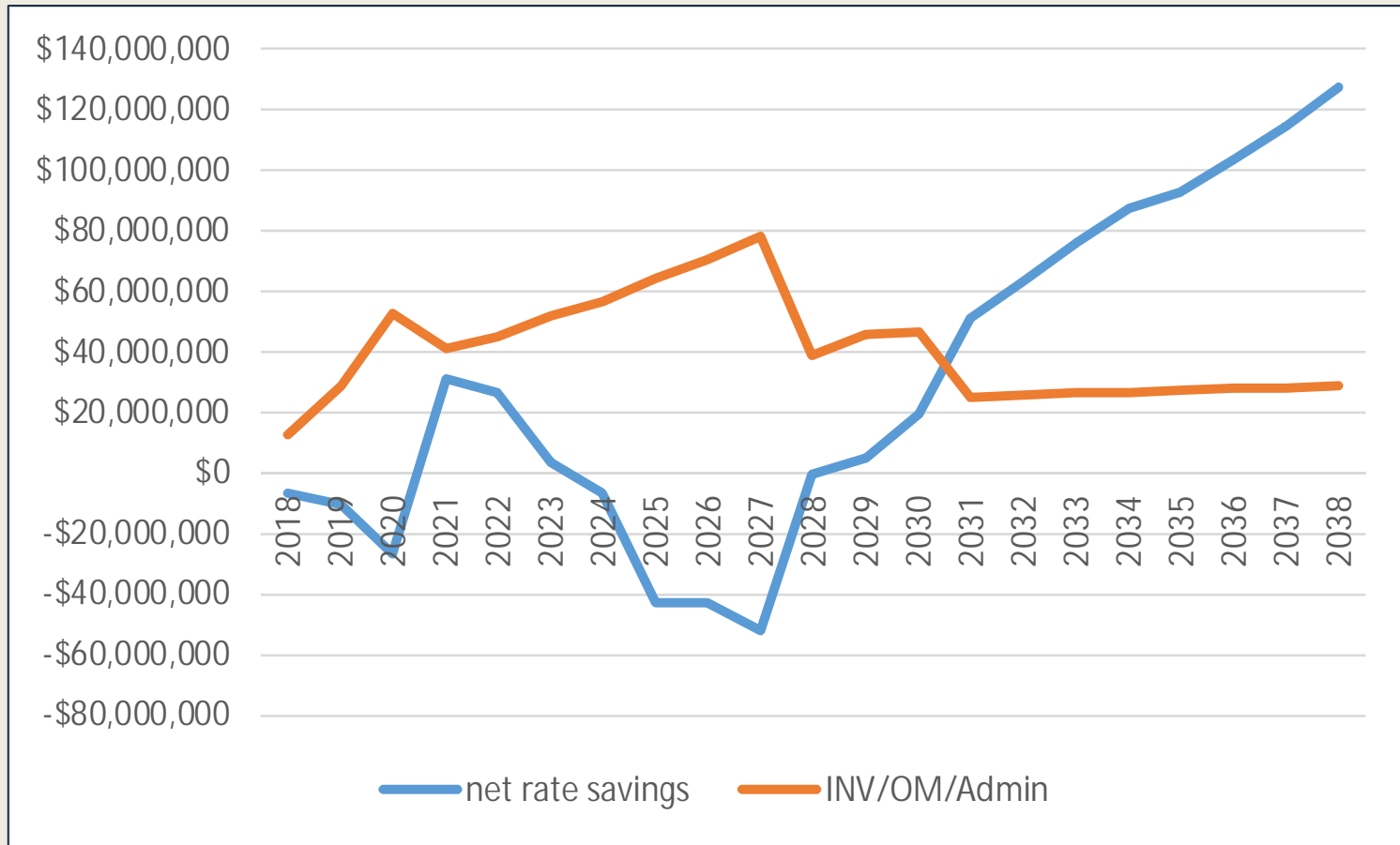


# LOCAL FULFILLMENT OF CCE BUDGETS

	CCA Admin	Solar Invest	Solar O&M	CCA Admin	Solar Invest	Solar O&M
	Scenario 1			Scenario 3		
Budget	\$316	na	na	\$316	\$456	\$233
In-County						
locally procured	\$189	na	na	\$189	\$234	\$146
% capture local	60%	na	na	60%	51%	63%
Surrounding Counties						
locally procured	na	na	na	na	\$234	\$146
% capture local	na	na	na	na	51%	63%
	Scenario 2			Scenario 4		
Budget	\$316	na	na	\$316	\$ 827	\$375
In-County						
locally procured	\$189	na	na	\$189	\$425	\$235
% capture local	60%	na	na	60%	51%	63%
Surrounding Counties						
locally procured	na	na	na	na	\$450	\$219
% capture local	na	na	na	na	51%	63%

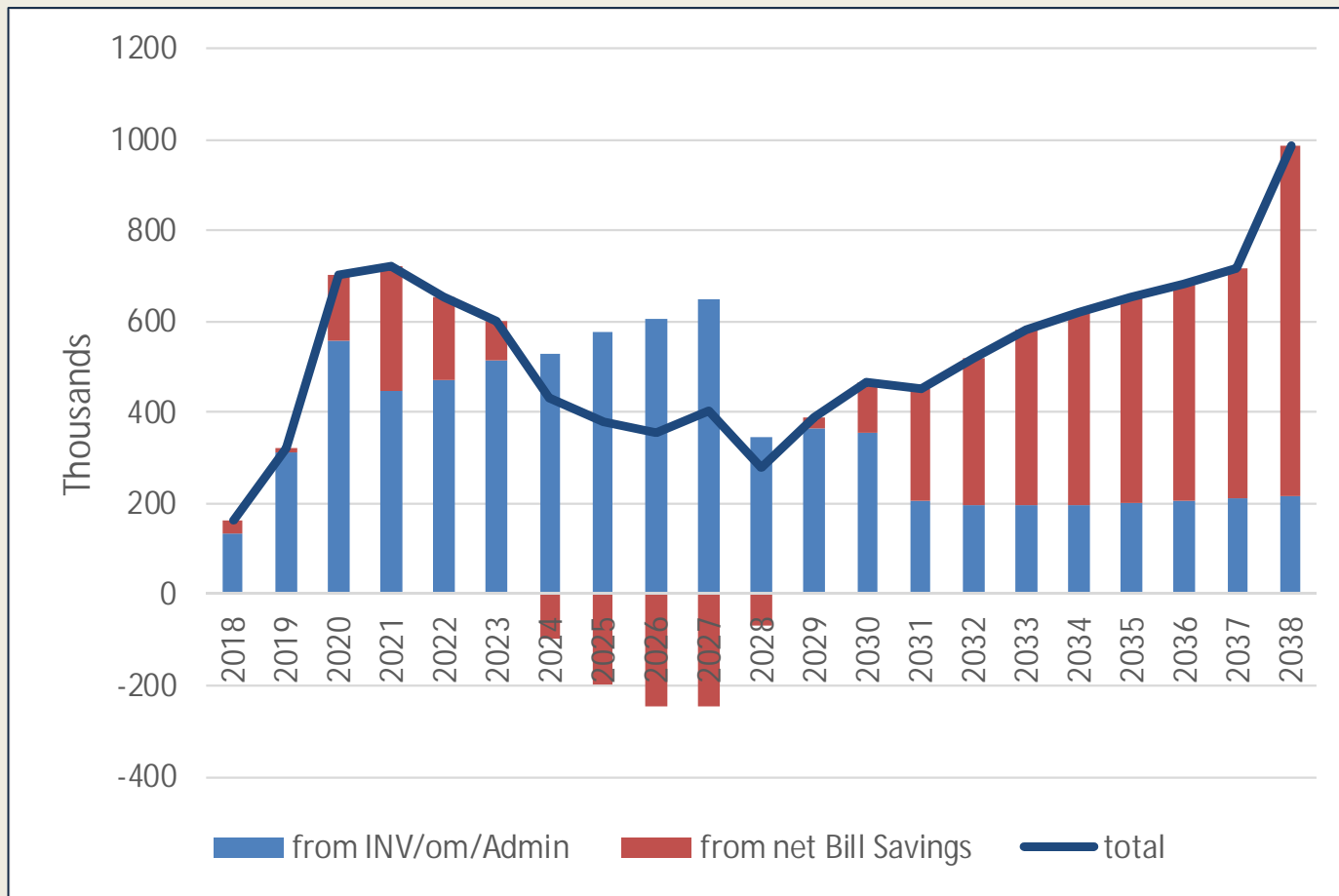
Note: this table is in millions of nominal dollars

# SCENARIO 4: CONTRA COSTA'S "LOCAL" BENEFIT

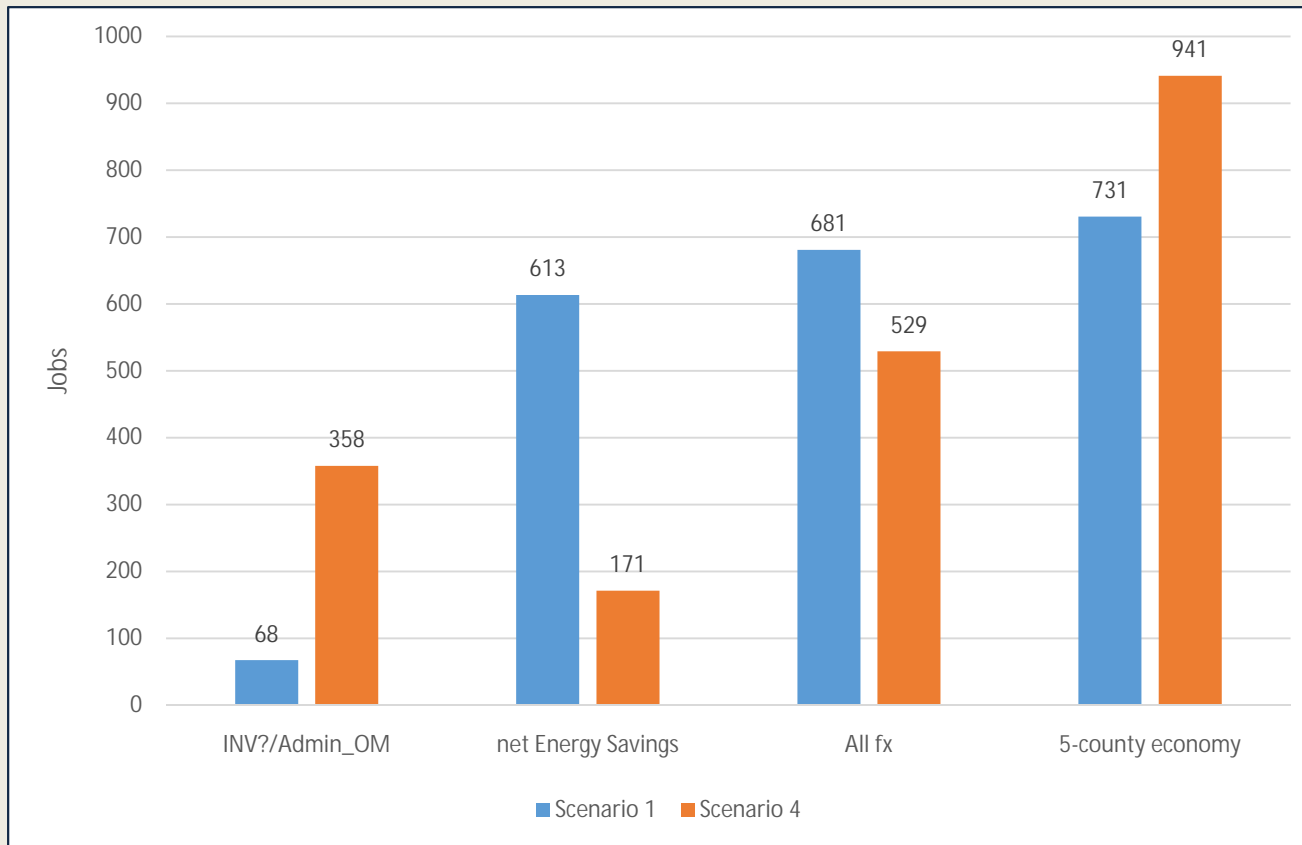




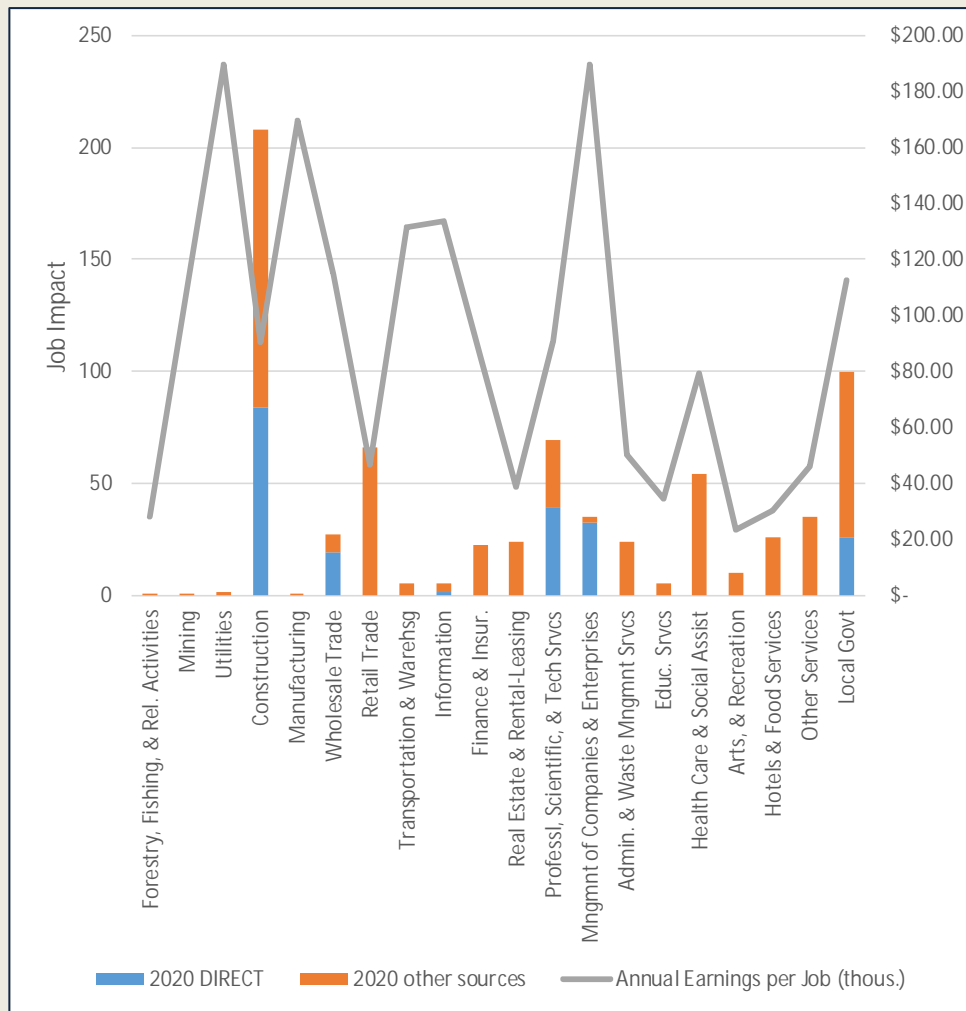
# SCENARIO 4: CONTRA COSTA JOB IMPACT BY SOURCE



# AVERAGE ANNUAL JOB IMPACT IN CONTRA COSTA COUNTY BY SOURCE



# SCENARIO 4: JOB CREATION BY SECTOR, IMPACT STAGE AND PAY SCALE IN 2020



# CONTRA COSTA CCE VS ALAMEDA CCA

Average Period 2018-2030	Contra Costa County	Alameda County
Price natural gas (\$/MMBtu)	5.70	4.90
Wholesale (\$/MWh)	51.30	44.80
PG&E Capacity (\$/MWh)	74	39
CCE Capacity (\$/MWh)	52	39
Wind (\$/MWh)	56	57
Solar Distant (\$/MWh)	51	51
Solar Local (\$/MWh)	70	74
% Local Solar by 2030	25%	10%
PG&E rate (¢/kWh)	11.7	10.4
PCIA rate (¢/kWh)	1.4	1.4
CCE rate (¢/kWh)	9.4	8.3
Difference CCE-PGE (¢/kWh)	2.3	2.1

# CONTRA COSTA CCE VS ALAMEDA CCA

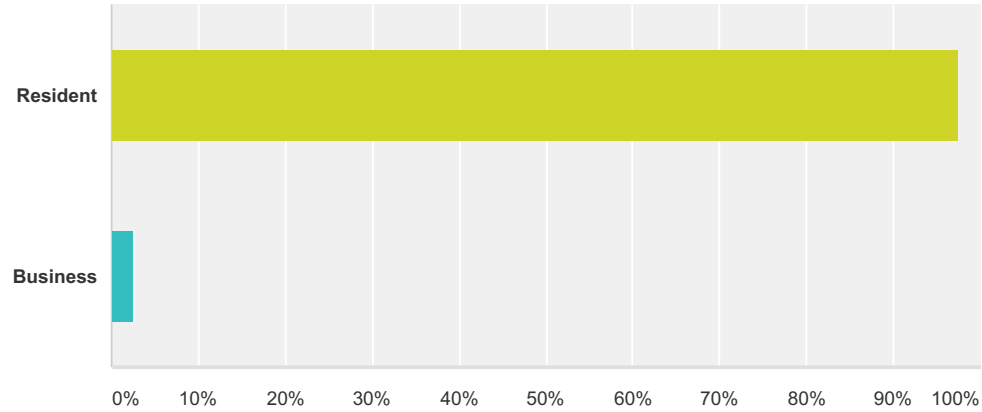
- Bundled Load Forecast → PG&E's bundled load forecast is 25% below (2018-2030)
- Natural Gas Prices → \$0.8/MMBtu higher
- Diablo Canyon retirement application →
  - RPS requirements increased for 2030-2038 from 50% to 55% (PG&E and CCE)
  - Advanced 5 years the load-resource capacity balance → Capacity prices starts increasing in 2025 instead of 2030

# CONTRA COSTA CCE VS ALAMEDA CCA

- Bundled Load Forecast → PG&E's bundled load forecast is 25% below (2018-2030)
- Natural Gas Prices → \$0.8/MMBtu higher
- Diablo Canyon retirement application →
  - RPS requirements increased for 2030-2038 from 50% to 55% (PG&E and CCE)
  - Advanced 5 years the load-resource capacity balance → Capacity prices starts increasing in 2025 instead of 2030

### Q1 Are you answering this survey as a resident of Contra Costa County, or in the interest of a business located in the County?

Answered: 199 Skipped: 0



Answer Choices	Responses
Resident	97.49% 194
Business	2.51% 5
<b>Total</b>	<b>199</b>

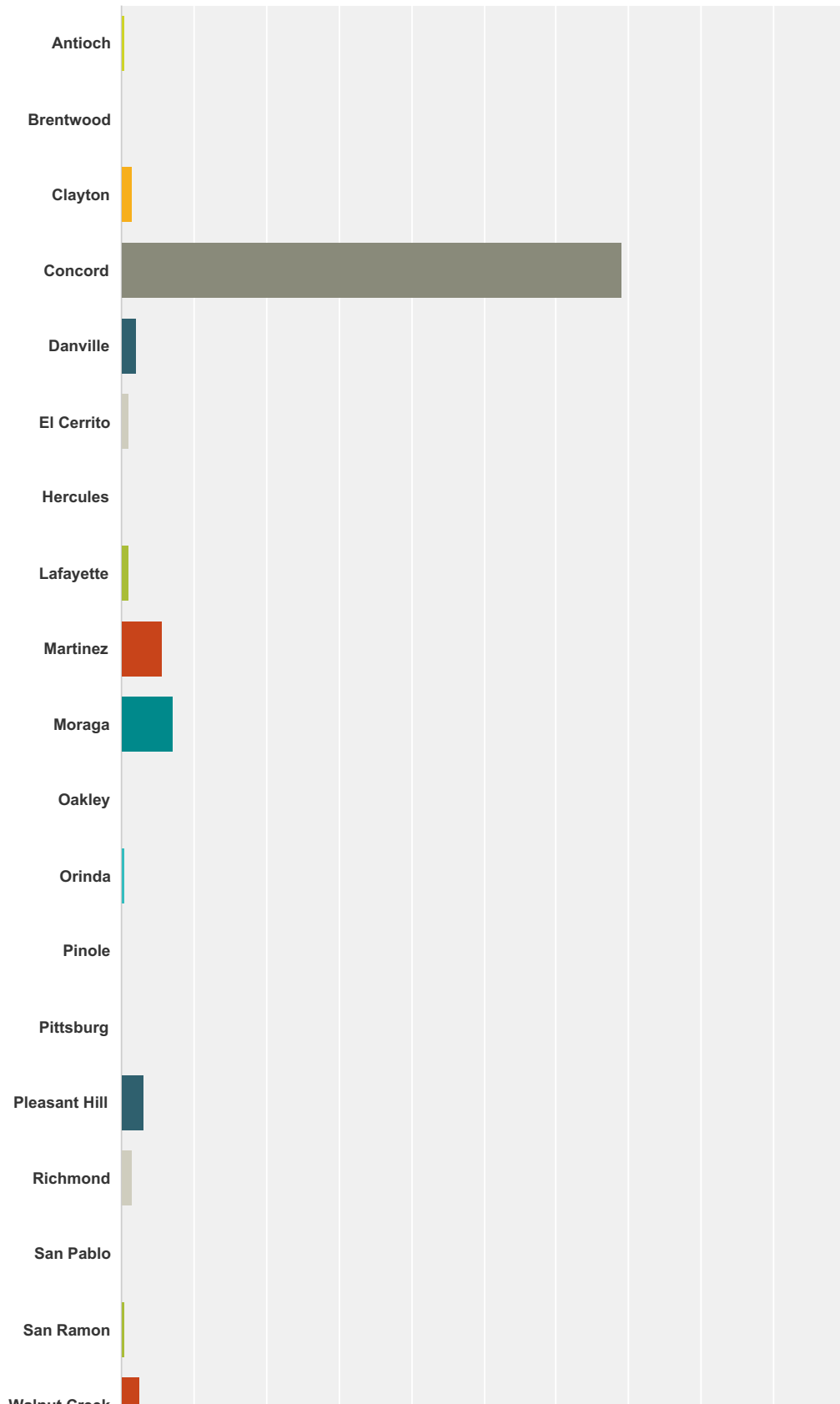
#	Your name or business name (optional):	Date
1	Marianne Callahan	1/2/2017 10:47 AM
2	Peter & Martha Dragovich	12/24/2016 5:34 PM
3	Tom Schnurr	12/21/2016 9:51 AM
4	Donavan Sell	12/20/2016 2:43 PM
5	Robert Brooks	12/17/2016 11:06 AM
6	Emperatris Vega	12/16/2016 11:06 AM
7	Caroline Wood	12/15/2016 9:50 PM
8	Maggie Metcalf	12/15/2016 12:03 PM
9	michael briant	12/15/2016 10:28 AM
10	Sam altshuler	12/12/2016 2:54 PM
11	kare marchand	12/11/2016 12:48 AM
12	Kerry Pay	12/10/2016 7:25 PM
13	Aaron	12/10/2016 2:09 PM
14	Kenneth Hambrick	12/9/2016 10:27 AM
15	Gina Arino	12/9/2016 9:02 AM
16	Barry whiffin	12/9/2016 7:52 AM
17	Walter	12/9/2016 12:33 AM

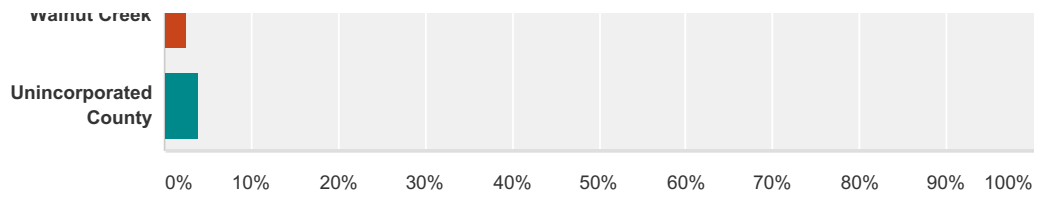
18	Paul Williams	12/8/2016 9:52 PM
19	Dorothy Himel	12/8/2016 7:02 PM
20	Richard Soderholm	12/8/2016 5:31 PM
21	Serge	12/8/2016 4:03 PM
22	Jim Donton	12/8/2016 12:14 PM
23	Christophe Fromy	12/8/2016 11:55 AM
24	Marge Rosenberg	12/8/2016 11:44 AM
25	Marcy Busse	12/8/2016 11:26 AM
26	sweetland	12/8/2016 11:14 AM
27	Tracy Hooper	12/8/2016 10:56 AM
28	Kenji Yamada	12/8/2016 10:23 AM
29	Stan Stansbury	12/8/2016 10:17 AM
30	Janel Sams	12/8/2016 7:44 AM
31	Robbie Bush	12/7/2016 6:58 PM
32	Andrew Elias	12/7/2016 4:43 PM
33	steve dunn	12/7/2016 4:24 PM
34	dave	12/7/2016 2:26 PM
35	Philip Wallbridge	12/7/2016 2:19 PM
36	Andrew Osborn	12/7/2016 9:34 AM
37	Edwin Walters	12/7/2016 7:35 AM
38	William Moisson Sr	12/7/2016 6:19 AM
39	Betty Dankas	12/6/2016 9:23 PM
40	Karen Wendt	12/6/2016 9:11 PM
41	Quincey Koziol	12/6/2016 8:12 PM
42	Steve Swihart	12/6/2016 7:32 PM
43	Jon Webster	12/6/2016 6:22 PM
44	Eliana Kollgaard	12/6/2016 3:59 PM
45	Barbara morrison	12/6/2016 2:42 PM
46	James Gingras	12/6/2016 2:31 PM
47	Sheila Bishop	12/6/2016 2:16 PM
48	Joel F. Carico	12/6/2016 2:09 PM
49	Louise McGuire	12/6/2016 2:05 PM
50	Robert Woods	12/6/2016 12:41 PM
51	Marian Shostrom	12/3/2016 2:46 PM



## Q2 In which area do you do business and/or live in?

Answered: 198 Skipped: 1

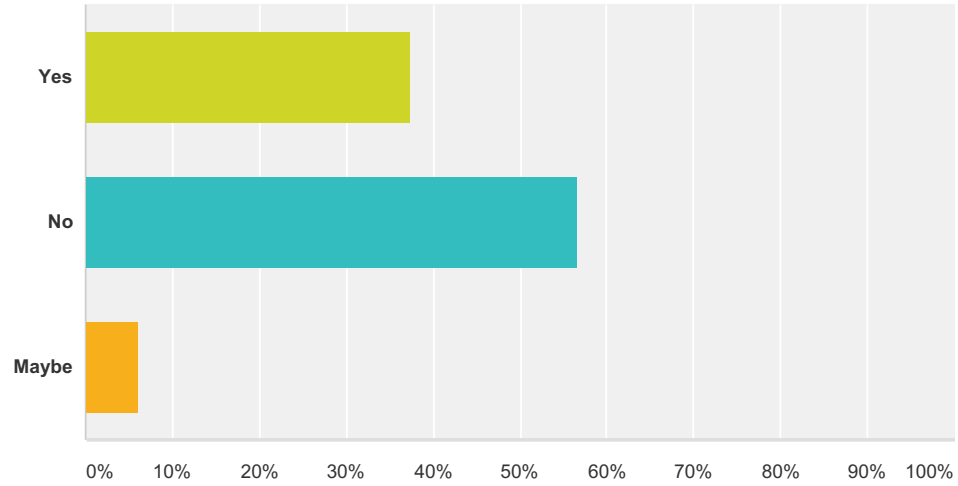




Answer Choices	Responses
Antioch	0.51% 1
Brentwood	0.00% 0
Clayton	1.52% 3
Concord	69.19% 137
Danville	2.02% 4
El Cerrito	1.01% 2
Hercules	0.00% 0
Lafayette	1.01% 2
Martinez	5.56% 11
Moraga	7.07% 14
Oakley	0.00% 0
Orinda	0.51% 1
Pinole	0.00% 0
Pittsburg	0.00% 0
Pleasant Hill	3.03% 6
Richmond	1.52% 3
San Pablo	0.00% 0
San Ramon	0.51% 1
Walnut Creek	2.53% 5
Unincorporated County	4.04% 8
<b>Total</b>	<b>198</b>

### Q3 Before today, have you ever heard of the term "Community Choice Aggregation" or "Community Choice Energy"?

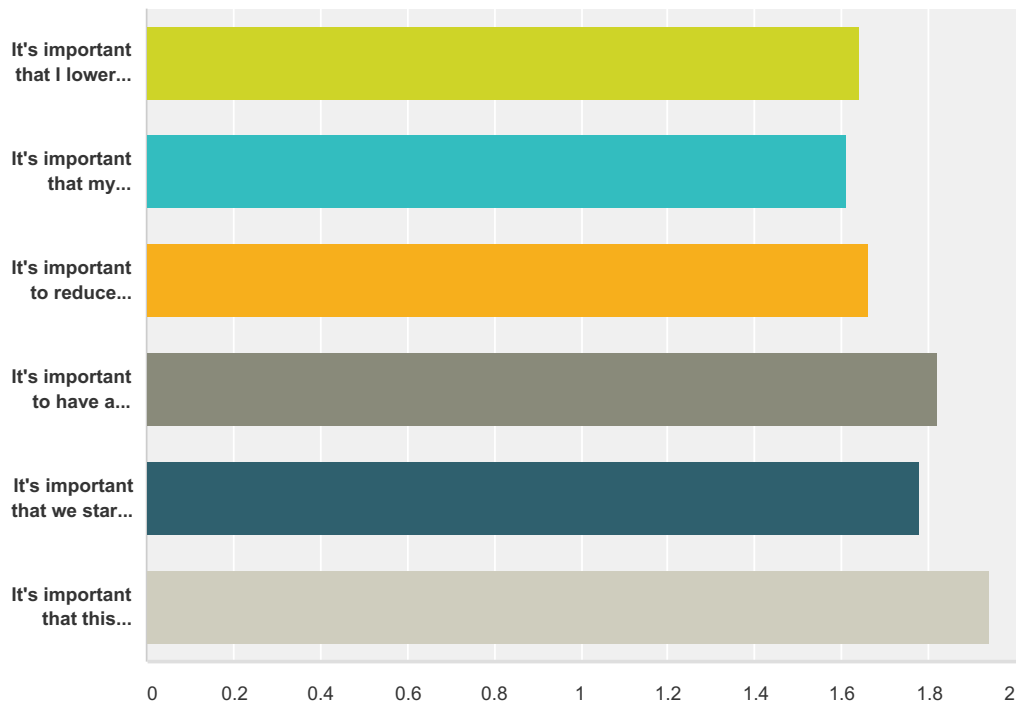
Answered: 198 Skipped: 1



Answer Choices	Responses
Yes	37.37% 74
No	56.57% 112
Maybe	6.06% 12
<b>Total</b>	<b>198</b>

### Q4 How important to you is each of the following?

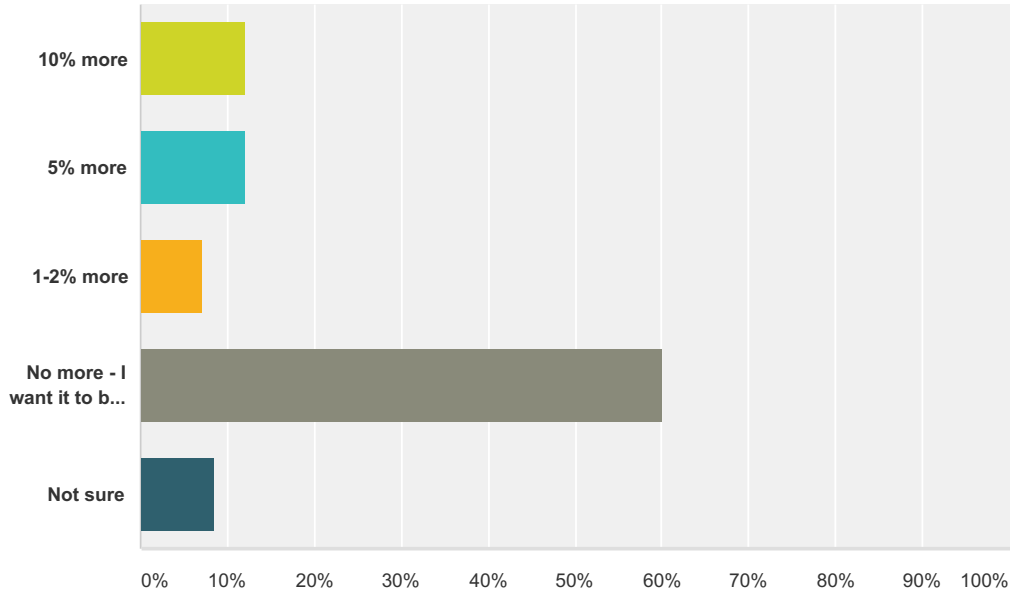
Answered: 197 Skipped: 2



	Very Important	Moderately Important	Not Very Important	Not Important	No Opinion	Total	Weighted Average
It's important that I lower my electric bill	55.73% 107	29.17% 56	10.94% 21	3.65% 7	0.52% 1	192	1.64
It's important that my electricity rates remain stable from year to year	53.61% 104	37.11% 72	5.67% 11	2.06% 4	1.55% 3	194	1.61
It's important to reduce greenhouse gas emissions and use cleaner energy	61.86% 120	21.65% 42	6.70% 13	7.73% 15	2.06% 4	194	1.66
It's important to have a choice about where my energy comes from and how clean it is	57.65% 113	18.37% 36	9.69% 19	12.76% 25	1.53% 3	196	1.82
It's important that we start producing more clean power sources like wind and solar within the County's borders	58.03% 112	19.69% 38	9.33% 18	11.92% 23	1.04% 2	193	1.78
It's important that this program create more local jobs and local investments	41.24% 80	37.11% 72	9.79% 19	9.79% 19	2.06% 4	194	1.94

### Q5 Compared to your current energy expenses, how much more would you be willing to pay for green power?

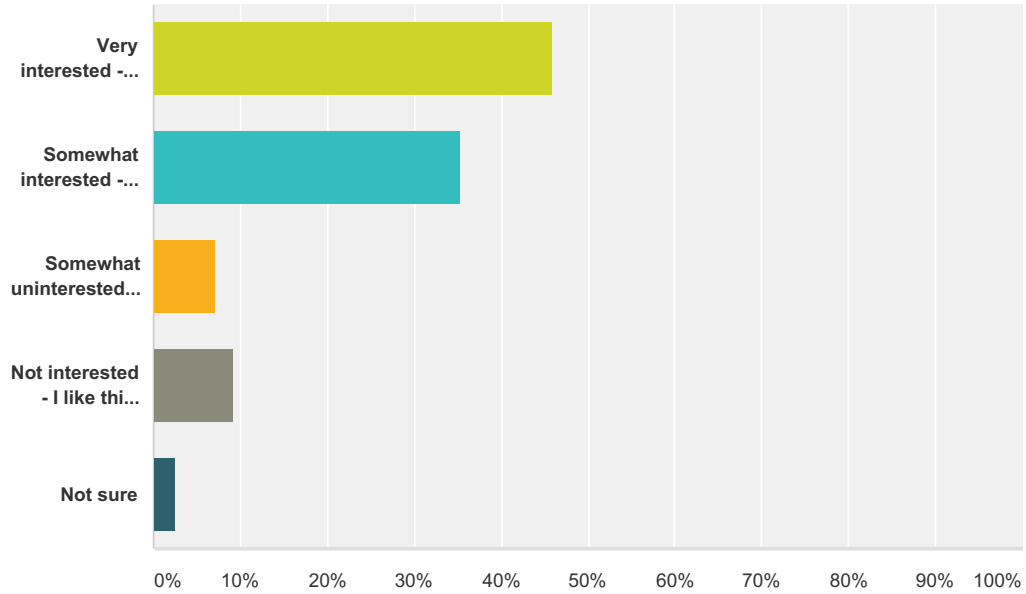
Answered: 198 Skipped: 1



Answer Choices	Responses
10% more	12.12% 24
5% more	12.12% 24
1-2% more	7.07% 14
No more - I want it to be the same or cheaper	60.10% 119
Not sure	8.59% 17
<b>Total</b>	<b>198</b>

### Q6 Based on what you know to date, please rank your interest level in CCE for Contra Costa County:

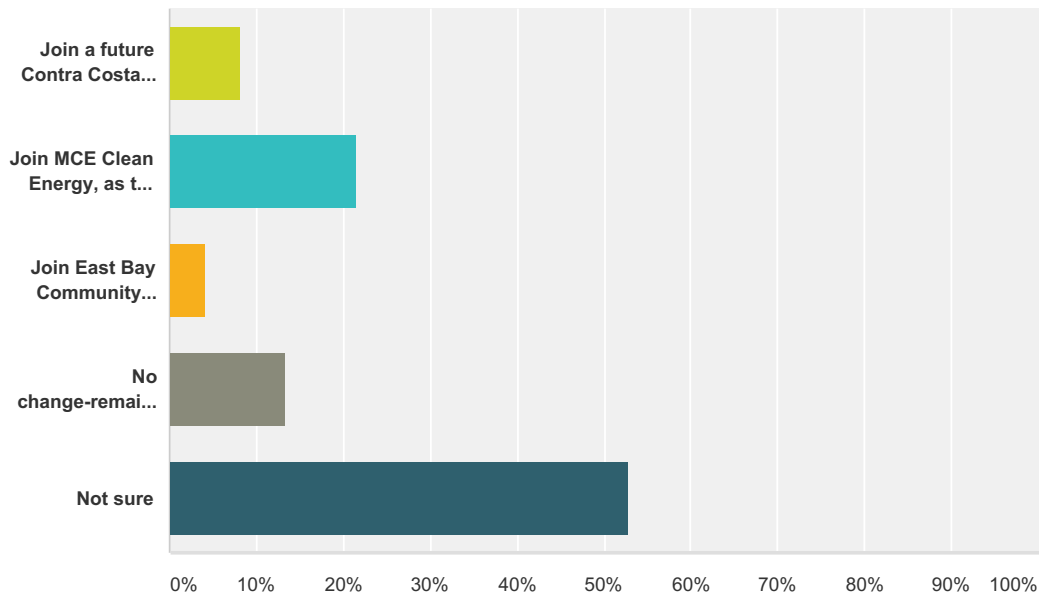
Answered: 196 Skipped: 3



Answer Choices	Responses	Count
Very interested - I want electric choice	45.92%	90
Somewhat interested - I would like to know more	35.20%	69
Somewhat uninterested - I'm disinclined	7.14%	14
Not interested - I like things the way they are	9.18%	18
Not sure	2.55%	5
<b>Total</b>		<b>196</b>

### Q7 If you have an opinion, please tell us which CCE program option you prefer:

Answered: 195 Skipped: 4



Answer Choices	Responses
Join a future Contra Costa County-only program	8.21% 16
Join MCE Clean Energy, as the cities of Richmond, San Pablo, El Cerrito, Lafayette and Walnut Creek have done	21.54% 42
Join East Bay Community Energy, a new CCE program forming in Alameda County	4.10% 8
No change-remain with PG&E	13.33% 26
Not sure	52.82% 103
<b>Total</b>	<b>195</b>

**Q8 OPTIONAL: Do you have any additional questions and/or comments that you'd like answered? (please include how we can reach you)**

Answered: 66 Skipped: 133

#	Responses	Date
1	I think it is important to grow CCE group(s) as large as possible, to give the organization a stronger voice. I believe that we should start a new group only if an independent CC County CCE program would provide additional environmental benefits that are not available in an existing group.	12/23/2016 11:51 AM
2	Just how is this money to be saved? Where is the investment capital to come from? What happens to PG&E delivery rates when there profits from selling gas and electricity dry up?	12/21/2016 4:41 PM
3	I don't expect my local government to be involved in this topic. I particularly dislike having to opt out of the program to stay with PG&E. The state needs only to regulate how clean PG&E will be.	12/21/2016 4:28 PM
4	Without knowledge of what a Contra Costa program offers- I can not choose between MCE or a new plan	12/21/2016 9:51 AM
5	I wish there was more public knowledge of what CCE is and how it affects everybody	12/20/2016 2:43 PM
6	robndonna@sbcglobal.net	12/17/2016 11:06 AM
7	Choice #1 would be to join MCE because it exists and works. Choice #2 would be to Contra-Costa or other East Bay program	12/16/2016 12:05 PM
8	MCE is a great organization with several Contra Costa communities already enrolled and serving customers with affordable choices for electricity from renewable energy sources. They have been excellent at community outreach and communication and their commitment to local energy development (and local job development) like the 10MW "Solar One" project in Richmond. While starting a new CCA provider is also a good option, in the case of Contra Costa, it makes more sense to join MCE countywide (like Napa and Marin counties) to avoid unnecessary confusion and to benefit from the excellent work and experience MCE has developed already.	12/15/2016 1:45 PM
9	I have solar panels and annually supply just a bit more than I use.	12/15/2016 12:03 PM
10	I doubt if CCE will result in more wind or solar power plants as the utilities are already mandated to grow their green portfolio. Dedicating green power to subscribed customers seems to be a marketing ploy and rip off. What's needed are energy storage devices such as pumped storage, batteries, and or hydrogen generating facilities using green power. Biomass burning power plants could be included as well. The problem is demonstrated by the duck curve. We need to be able to use green power when the sun goes down and the wind isn't blowing. Energy storage is critical to make this happen. And don't give up on nuclear power.	12/12/2016 2:54 PM
11	There is not enough information to answer Question 7. I'm extremely interested in his program. When we had the choice many years ago, I opted for Enron. I loved their service - they were a great electrical supplier, but not a good corporate citizen. WE NEED CHOICE - not what PG&E wants to take from us! I can be reached at: 925-246-5231 or MAMoros@LifelineSolutions.net.	12/11/2016 10:48 PM
12	the most important thing to me is clean energy ! ok if it costs more but i am very poor and live on social security so don't have much room in my budget ! kd.mars@sbcglobal.net	12/11/2016 12:48 AM
13	Renewable energy with no emissions most important as I will use candles walk to save environment	12/10/2016 7:25 PM
14	I would need to know much more about program works.	12/10/2016 2:09 PM
15	The various CCE proposals are all scams. None deliver energy that is any cleaner than PG&E. Their claim of clean energy is purely on paper through the use of Renewable Energy Certificates	12/9/2016 10:27 AM
16	I'm going solar. Screw pg&e.	12/9/2016 7:52 AM



17	Your survey questions are rigged. You use buzzwords like 'clean' energy, but do not define it. You tie the lowering of greenhouse gases to 'clean' energy. The only alternative you offer is wind and solar. More humans have died due to solar energy than have ever died due to nuclear energy. We, as a state, need modern nuclear energy. There is no way around that, Moving forward as population increases and demand, alternative energy will be insufficient to meet demand, and its far more destructive to rely on coal and oil than to invest in modern nuclear plants, such as LFTR, molten salt, and traveling wave reactors which are inherently safe, and can even burn 99% of waste from existing, outdated reactors.	12/9/2016 12:33 AM
18	why not just use solar panels on the roof?	12/8/2016 9:52 PM
19	Marin Clean Energy is mostly fraud about Green source.	12/8/2016 5:31 PM
20	I do not care where my energy is coming from, I'd like the flat rate per KW and not the masked robbery called tiered rate by PG&E	12/8/2016 4:03 PM
21	I'd like to know more information, benefits, etc. and why Cities are starting to go this route.	12/8/2016 2:54 PM
22	could you offer a tax break or some incentive for using solar power? as for question 7 I don't know enough of the choices to answer it.	12/8/2016 1:28 PM
23	if it would be more expensive i would not be at all interested. i would like to see pg&e have some competition and more accountability. their monopoly is not in the best interest of our community	12/8/2016 12:20 PM
24	you may spell check question #4 Boarders should be borders.	12/8/2016 12:06 PM
25	Yes. I chose to try an alternative gas provider & paid more than just staying with pg&e. Would this happen with this new electricity program? It's very important for people on a fixed income to have all the pricing & billing information prior to signing up for the alternative program.	12/8/2016 11:44 AM
26	Please give us a choice other than PG&E.	12/8/2016 10:45 AM
27	I am interested in learning more about options, existing programs, and feedback from those users. Please contact me at: sfmiraj@yahoo.com	12/8/2016 10:42 AM
28	I already have solar panels I am curious how they'd be handled by a CCA. Abstansbury@gmail.com	12/8/2016 10:17 AM
29	I own an excellent solar system which produces nearly 100% of my residential electrical use.	12/7/2016 8:24 PM
30	this is a joke. It's too late. The new administration has sealed our coffins. Our children will very likely not live a full life. Good planets are hard to find	12/7/2016 8:18 PM
31	I would like to know how the Concord city council acts on this effort, since I understand they have brownfields that will be crucial to implementing a CCE/CCA here in the East Bay counties of Alameda and Contra Costa. Please email me at pdrich350@gmail.com - thank you!	12/7/2016 5:50 PM
32	If your "green power" is from purchasing RECs, then you are lying to the consumer.	12/7/2016 5:18 PM
33	Can it be guaranteed that rates will not increase because of the decision that is made?	12/7/2016 2:19 PM
34	Let's not go here. Most community choices appear to have mucked up the works more than they already are. Leave well enough alone.	12/7/2016 10:11 AM
35	PG and E sends out notices that they want to raise prices pretty much every other month. With solar they try to stick you with extra fees too, Would love an alternative to this price gouging.	12/7/2016 9:48 AM
36	I'd also be interested in a program which promoted widespread use of residential solar power to complement county power sources.	12/7/2016 7:50 AM
37	I think it's very important that residents have a choice of who their electric provider can be similar to cable and cell phone companies. This way there are choices and different ways to receive electricity.	12/7/2016 7:20 AM
38	Would this new energy company include medical baseline and balanced payment programs? William Moisson Sr wmmoisson@yahoo.com	12/7/2016 6:19 AM
39	Why doesn't the city encourage options for residential solar? It would allow for more green power and also more stable and predictable energy rates.	12/6/2016 8:52 PM
40	I'm a big fan of this concept. We have solar panels and MCE's rate structure allows you to roll over credit from one year to the next (good for people planning on electric cars in the future), and a fair rate if you become a net producer. I could add panels and have a negative electric bill with them (via NEM). Lastly, I'm a proponent of local energy projects - solar and wind, that provide engineering and construction jobs short term, and maintenance jobs long term. Longer term, with zero fuel costs, energy costs should go down for contra costa county.	12/6/2016 7:32 PM

41	I am unclear as to the pros and cons of the different CE programs, but I want Concord to join one. I can make an informed choice if I can see the pros and cons. I hope that is forthcoming.	12/6/2016 6:58 PM
42	This is a gimmick being proffered by so-called clean energy generators to create a market for their product and force PGE to pay much higher prices for it. This program will raise electricity prices for everyone.	12/6/2016 6:01 PM
43	Please email further information to mccarthy.kellym@gmail.com	12/6/2016 5:25 PM
44	There are no guarantees switching to a community power provider will keep rates lower. Ask other cities who have switched.	12/6/2016 5:24 PM
45	I would only want more wind produced power if its made in such a way that it isn't a danger to birds I can be reached at kckahn@gmail.com	12/6/2016 4:57 PM
46	I live in a mobile home park whose owners will not allow the installation of solar panels on our homes. Can you help?	12/6/2016 4:07 PM
47	Yes, I would like to have a choice, either with CCC only program or with the MCE Clean Energy program. Which one would work better in Concord? How much I would save? We are retirees with fixed income, so the cost is a big part of our decision.	12/6/2016 3:59 PM
48	the program most like SMUD	12/6/2016 3:43 PM
49	How can we have confidence in a city plan that doesn't even meet in the city it will serve?	12/6/2016 3:27 PM
50	The county has not managed the budget redponsibly to date. I am not inclined to increase their control over another utility.	12/6/2016 3:01 PM
51	I would be interested in alternate sources of power, but at the same time, I don't want ugly panels on my roof- I rather buy the energy.	12/6/2016 2:56 PM
52	Don't know the difference between the choices in #7, need more information.	12/6/2016 2:52 PM
53	I	12/6/2016 2:48 PM
54	Lower pge for the elderly	12/6/2016 2:42 PM
55	I have heard of these community choice programs from friends who live in other cities and there energy costs increased. If Contra Costa County moves forward with community choice I will opt out of the program as my friends have. Not remotely interested in participating in the community choice program.	12/6/2016 2:31 PM
56	We have had solar for 3 years now and just this year we became required to pay \$10 month for grid maintenance. If solar customers are paying an added \$10/month for grid maintenance everyone should pay an extra \$10/ month for this. It is a scam that PG&E is getting away with calling this a minimum. We need options that reward people for investing in solar.	12/6/2016 2:19 PM
57	Please consider Wind Trees - micro turbine leaves to generate electricity - <a href="https://youtu.be/UOp7hYwObA4">https://youtu.be/UOp7hYwObA4</a>	12/6/2016 2:16 PM
58	How would this work in a condominium complex with a homeowner's association? joelcarico@gmail.com	12/6/2016 2:09 PM
59	I would be interested in learning more about the programs in Question 7. If you could email them to me at rlwse@yahoo.com that would be great.	12/6/2016 12:41 PM
60	(No need for a response.) The sooner the better :).	12/5/2016 2:52 PM
61	Go with the proven model! Faster, cheaper, and we know it works.	12/5/2016 1:51 PM
62	Community Choice Energy is very important. We need a public agency to replace evil PG&E as the provider of electricity in the county. I urge a "feed in tariff" type program with which the owners of solar panels that produce more energy than they consume can be reimbursed for the excess energy that they provide. That way, we'll have incentive to put up more solar panels than we need. I believe MCE does not provide that option, which is why I think we should join the new East Bay CE program that is forming in Alameda Co and push for the feed in tariff which has made solar power the norm in Germany and Japan.	12/5/2016 6:36 AM
63	I would be concerned that people and businesses in unincorporated areas might not be part of some of the choices. Is the Contra Costa County-only program the only one which would produce jobs and businesses here?	12/3/2016 2:46 PM
64	I have had rooftop solar since about 2003. This survey doesn't address my issues: to re-think the grid as a local distribution network, extend solar panel locations to attain dense local energy security, battery and storage with mixed energy source balancing. CCE doesn't protect users from big upcoming distribution costs. Neither does it help gas users.	12/2/2016 11:44 AM
65	Myself and other contra costans need to understand and be engaged to discuss the pros and cons of the different options	12/2/2016 11:20 AM
66	The survey would not allow me to answer all questions in #4.	12/2/2016 9:04 AM

## **Initial MCE Comments re: Draft Technical Study for Community Choice Aggregation in Contra Cost County**

### **Primary Issues to Address**

#### **1. Deviation from the intent of the County's Request For Proposals (RFP)**

The Draft Study deviates from the original intent of the RFP (i.e., to compare the risks and benefits of three potential CCE options).

- The Draft Study gives disproportionate attention to assessing the feasibility of a 'Stand-Alone Contra Costa CCE,' while providing scant analysis on MCE's operational program. For language of the RFP (see bottom of p.4):  
<http://www.cccounty.us/DocumentCenter/View/43037>
- Only one of nine chapters (Chapter 7) specifically provides a 'Comparative Analysis of CCE Options'
- Example: P.69 provides a list of East Bay Community Energy's (EBCE) proposed vision, but nothing similar detailing MCE's current, actual accomplishments

#### **2. West Contra Costa communities under-represented in Draft Study's definition of 'Local Control'**

- The Draft Study misrepresents MCE's governance structure, current Board member composition, and the degree of local control Contra Costa County and its cities would exercise through their voting shares if they were to join MCE.
- Table 29 of the Draft Study should be revised to include the cities of Richmond, San Pablo, El Cerrito, Lafayette and Walnut Creek within the "TOTAL CONTRA COSTA COUNTY" section, instead of the 'Rest of MCE' section. Corresponding load and voting shares should be adjusted to reflect this.

#### **3. Contra Costa County would have the largest Board vote on MCE Board**

- There is relatively little acknowledgment that with MCE, Contra Costa County and its largest cities would be the largest municipalities within MCE's service area. Their Board voting shares would reflect this. With EBCE, Oakland, Fremont and Hayward are all larger.
- Currently, Walnut Creek holds the largest vote on the MCE Board.
- Currently, the five Contra Costa cities that have already joined MCE represent 1/3 of the MCE Board vote.
- If all 14 eligible cities and the County were to join MCE, their combined Board vote would be 62% of the voting share, a larger voting share larger than the rest of MCE's current communities.
- If Contra Costa County joined MCE, it would take the largest voting share on the Board, representing double the weight of any other party.

**4. No analysis of MCE's local renewable and energy projects**

- MCE's development of renewable energy projects within its service area—and specifically within Contra Costa County—is missing from the Draft Study
- These include multiple Feed-in Tariff (FIT) projects, as well as MCE's 10.5 MW 'Solar 1' project in Richmond, scheduled for completion in 2017. Please see the attached list of MCE's local projects (i.e., built within 100 miles of MCE's service area).
- MCE's \$1M annual allocation in Energy Efficiency revenue from the CPUC is not disclosed, nor is the Low Income funding for Energy Efficiency for \$3.6 M. Both of these revenue streams result in local energy efficiency projects, related energy cost savings for customers and related job creation.

**5. No analysis of MCE's support for customer-sited solar**

- MCE's Net Energy Metering (NEM) "cash out" for local solar customers goes completely unmentioned. This year, MCE paid its own NEM customers over \$1,000,000 for the surplus renewable energy they generated. Beneficiaries include cities, schools, businesses, non-profits, etc.
- MCE's Solar Rebate Program: Partnered with GRID Alternatives to provide 57 (so far) to low-income solar customers—many of whom reside in Contra Costa County—totaling over \$35,000.

**6. No mention of MCE's local workforce development**

- Contracts with RichmondBUILD = \$100,000+
- MCE's 10.5 MW 'Solar 1' project in Richmond has a local hire requirement ensuring at least half of the project's labor force must reside within the cities of Richmond, San Pablo or unincorporated North Richmond .
- MCE has partnered with Rising Sun energy Center to install LED lights and water-saving devices at multi-family buildings in San Pablo and El Cerrito. Through this program, Rising Sun has employed 9 youths from both cities and has served 71 units so far.
- MCE's bank, located in Walnut Creek, has partnered with MCE to support local programs including an on-bill repayment program for energy efficiency upgrades.

**7. No mention of MCE's new California-based energy supply and corresponding support union labor and in-state job creation**

As of October 2016, MCE's renewable energy projects have:

- Supported more than 2,800 California jobs;
- Supported 2,700 union jobs
- Created 1.2 million union labor hours

- Committed \$1.4 Billion to build 813 MW of new, California-based renewable energy projects. This includes: \$723 million for in-State solar; \$665 million for in-State wind; 17.4 million for in-State biogas projects.
- In 2016, MCE contracted with four California solar companies to build 445 MW of new solar capacity.
- In 2016, MCE contracted with two California wind farms to build 167 MW of new wind capacity.

**8. Projected job creation of a ‘Stand-Alone CCE’ relies on stable or declining power supply market**

- If increasing power supply costs, the PCIA and other line-item charges outside CCA control change, customer rate-savings, projected local job creation could be substantially diminished or eliminated. This should be disclosed.

**9. Inconsistent analysis and speculation re: PCIA and other variable bill charges**

- Footnote 4 states the PCIA will level off in 2018. This is assumption is contradicted on pages 37, 39, 72, 82 and elsewhere when the Draft Study acknowledges a higher future PCIA could negatively impact rate competitiveness.

**10. Missing items re: MCE inclusion process & requirements**

- Page 70 of the Draft Study states the second reading of a city or county ordinance to join MCE occurs after the MCE Board votes to include a new city or county. Current Policy is for both readings of ordinance to be completed prior to MCE Board membership vote.
- Prospective new MCE communities also need to provide County Assessor data. This is used to help facilitate MCE’s Energy Efficiency program and other customer programs.

**11. No mention of collateral requirements for CCA start-up**

**12. Table ES-5/Table 25 (‘Comparison of Contra Costa CCE Options’) would benefit from revision and/or further explanation**

- Why would MCE score lower in the category of ‘Local Control/Governance’ than the other two options? If Contra Costa County were to join MCE, it would become the largest single vote on MCE’s Board. Please see #3 above.
- Why would MCE score lower in the category of ‘Local Economic Benefits’ than the other two options? MCE already administers a well-established Feed-in Tariff (FIT); Net Energy Metering (NEM) program; Energy Efficiency Program; Low Income Solar Program; and supports local job training and apprentice programs. These MCE programs are already helping to develop local projects, create local jobs, and reduce

locally generated GHGs in Contra Costa County. These are real and current benefits; why would they measure less favorably than the aspirational—and uncertain—benefits of the other two potential options?

- Was MCE’s established credit profile considered when comparing the cost and pace at which each CCE option could deliver local project developments? This would allow MCE to make greater and quicker local investments than either of the other two potential CCE options.
- “Level of Effort” includes related cost, correct? Please state this.
- “Program Risks” includes potential costs, correct? Please state this.
- It is assumed the Start Up Costs/Costs to Join EBCE would likely be nothing; on what is this expectation based?
- Contra Costa County and its cities could join MCE as early as mid-2017. The table currently says “Late 2017” - please revise.
- Footnote #8 states the “Start-up costs incurred by the County or others are likely to be reimbursed by the JPA.” What is this assumption based on? When would this be likely to occur? Please quantify the anticipated amount of these start-up costs and state them in this section so they can be directly compared to the other options.
- In the category of “GHG Reduction Potential Over Forecast Period,” MCE should rank higher, considering it has adopted a policy (as indicated in MCE’s Integrated Resource Plan) to achieve a 95% carbon free content by 2025. The timeline of the other two options is uncertain at this time.

## **Secondary Issues to Address**

### **1. Reference to a “Contra Costa-Only CCE”**

- Obscures fact that five Contra Costa cities are currently MCE members.
- It would be more accurate to refer to a “Partial Contra Costa CCE” or a “Split Contra Costa CCE.” Even reference to a “Stand-Alone CCE” obscures the fact that the County’s service area will be split if the jurisdictions evaluated in this study form a separate program.

### **2. Failure to identify MCE’s five Contra Costa communities by name**

- Although the cities are mentioned in an early footnote, there are numerous points at which the failure to name these cities obscures the fact that a substantial portion of Contra Costa County is already served by MCE.

### **3. Three year phase-in of ‘Stand-Alone CCE’ underemphasized**

- If the remaining Contra Costa jurisdictions form their own CCA, some customers will not receive service until 2020 at the earliest.

- 4. The ability of MCE member-communities to combine their weighted voting share would be more accurately referred to as “consolidation,” than dilution (p.67).**
  - As the Draft Report indicates, all of Napa County’s municipalities are represented by a single MCE Board member. As such, the City of Calistoga is represented by a much larger weighted Board vote than it would otherwise.
  
- 5. Please reference “MCE”**
  - MCE is referred to throughout the Draft Study as “MCE Clean Energy” and “Marin Clean Energy (MCE)” – neither is currently accurate.
  - MCE acronym not included among list of acronyms (both EBCE and PG&E are included here)
  - Suggested revision: Refer to “MCE” with a footnote describing origins in Marin County, and now providing service to all of Napa, Benicia, and the following five cities within Contra Costa County: Richmond, San Pablo, El Cerrito, Lafayette, and Walnut Creek.

### **Outstanding Questions**

- 1. Did MRW contact City staff in Richmond, San Pablo, El Cerrito, Lafayette or Walnut Creek to learn more about their experience working with MCE, or the service MCE has provided to their ratepayers?**
  - If not, MCE kindly requests MRW do so. We are happy to provide names and contact information for these purposes.
  
- 2. Were CCA collateral cash on hand and posting requirements considered in the start-up and operating costs for a new CCE?**
  - If not, please revise to include these costs.
  
- 3. What are the anticipated funding and credit sources for the proposed local build out in year 1 (p.33 of Draft Study)?**
  - Who pays the upfront costs for these construction projects? Who builds and manages them?
  - Was MCE’s established credit profile considered anywhere within the Draft Study? Bonds cannot be issued without a credit profile, and it will take time for newly launching CCAs to establish this.
  
- 4. Diablo Canyon was referenced but PG&E’s new proposed “Clean Energy Charges” to be imposed on CCA customers appear to not have been factored into pricing estimates?**
  - If not, please revise to include these costs.

## Comments Regarding Contra Costa CCE Technical Study

Submitted by IBEW Local 1245

As the largest utility union in California, IBEW 1245 has been actively involved in Community Choice Aggregation for the better part of a decade, and we have been working diligently to ensure that any new CCAs in California live up to the promises made by their proponents.

We have carefully reviewed the “technical study” prepared by MRW, EDRG and Sage, and our feedback is outlined below. We noticed that much of this report is strikingly similar to the report that MRW and EDRG compiled for Alameda County. As members of the Alameda CCA steering committee, our feedback and objections to that study have already been submitted and discussed at length with representatives from EDRG, but since we are seeing much of the same flawed application in the Contra Costa report, it bears repeating, so for the benefit of the Board of Supervisors, City Councils and leadership in Contra Costa, we will once again identify the specific components that strike us as erroneous or misguided.

Our primary concerns with this report relate to the cost projections (and the related jobs analysis) and the promises of greenhouse gas emissions reduction. As detailed below, the claims in this report -- which state that a CCA in Contra Costa could reduce GHG emissions by 50% within the specified cost parameters equal to or lower than PG&E -- are largely flawed and fail to take into account the realities of the current energy market.

### COST PROJECTIONS

We take issue with much of the power cost projections included in this report. As any expert in the field can tell you, future power costs are difficult to forecast due to constantly changing dynamics and unanticipated factors, and projecting past the next 7 to 8 years is essentially impossible.

We have seen previous estimates fail repeatedly. For example, Enron et. al. banked on power costs rising on average 20% every five years after deregulation, as did the banks, which is why they loaned Enron and many other Independent Power Producers hundreds of millions of dollars to buy/sell power and build plants in CA. After a five-year period from 1996-2000 produced a 30+% increase in electricity costs, electricity costs fell sharply between 2001-2004, due to a number of unanticipated factors, including the dot.com bust, aftermath of energy crisis, etc. This is evidence that there is simply no way to accurately provide long-term assessments on energy costs in realistic terms.



This report makes a false and deceptive prediction that PG&E's generation costs will continue to go up. While it is accurate to assume that PG&E rates will continue to increase over time, the generation component – the “apples to apples” comparison – fluctuates greatly, and is actually going down at present. So while this report suggests that Contra Costa can move forward and succeed as a CCA, the Executive Summary warns that electricity rates are expected to be close to or the same as PG&E rates, thereby undermining every other conclusion made in the study.

With so many factors contributing to the cost of electricity, any estimates past 2024 are merely guesses, and the fact that this report endeavors to offer projections out to 2038 is reason to be suspect, for the following reasons:

- Fuel (natural gas) remains a big factor on electricity costs. Lower natural gas prices amounts to a significant reduction in electricity costs in CA. We are experiencing that right now, and expect it to continue at below-average for several more years due to a surplus of natural gas on the market. Eventually this cost will rise, increasing the cost of all electricity.
- Renewable energy development is a highly subsidized market, particularly solar. But these subsidies are not permanent, and are absolutely going to change at the Federal level. Federal tax breaks are by far the biggest subsidy, making that cost of newly developed renewables higher, and potentially significantly higher, over time. As an established, large-scale utility, PG&E enjoys many large contracts of extremely low-cost (3 and 4 cents a kWh) wind and solar power. For this reason, PG&E's renewable portfolio will be lower cost than any start-up CCA would be able to secure, and that will be true for many years. PG&E will be able to re-new these contracts at good (but higher) costs after the current PPA expires.
- In regards to Table ES-2, reliance on the NEM and new rooftop solar generation is completely misplaced. The NEM is shifting costs from solar customers to the rest of the PG&E (IOU) customers, effectively allowing wealthier customers to have their electricity subsidized by less affluent customers. This will be reversed in 2018 – the low income advocates and consumer advocates know what is going on, and are already lobbying the CPUC on the issue. Depending on exactly how the costs for solar were calculated, Table ES-2 is almost certainly wrong.
- This study claims that much of the power will come from Hydroelectric power – which was clearly a way to demonstrate a reduction in cost, as hydro is relatively inexpensive. However, the report does not specify where all this hydro will come from. The fact is, there is no hydro left in CA – it is all already conscribed. In fact, there is almost no Hydro left in the entire Northwest – same situation. There are no new large dams being constructed anywhere in this region. Dams are actually being torn down in Northern California, reducing slightly the amount of hydro power generated. There is a very limited amount of BC Hydro currently available, and it comes at a very high price. A hydro-dependent CCA in Contra Costa will not lower costs, and there will be very little power available. By comparison, PG&E already has quite a bit of hydro, and will get close to 20% of its power from its hydro facilities this year, at an estimated average of 4.5 cents per kW/hr. That is extremely inexpensive.

- Figure ES 2 assumes that the PCIA remains relatively low for the next five years, and then fades away after 10 years. However, the future of the PCIA is unknown, and therefore this projection is false. The PCIA is the device used by the CPUC to assure that future power costs contracted by PG&E for customers that subsequently leave to join a CCA are fairly distributed to those customers. In other words, customers can't get out of paying for power that has been bought for them by joining a CCA so the CCA assesses this charge monthly. The PCIA is set annually and fluctuates year by year. By design, the PCIA will increase as more customers leave PG&E. At some point, customers would go without paying, but that point has not been determined, and will be different for each group of customers that leave to join a CCA based on when they left. This means that Marin Clean Energy's (MCE) original customers should expect to stop paying a PCIA at some point. But MCE customers in San Pablo that joined the CCA five years later would continue to pay the PCIA. So Figure ES 2 is inherently flawed.
- Figure ES 2 also does not take into account the impending Diablo Canyon closure settlement. Whether this is a separate assessment OR included in the PCIA is not determined, but every PG&E customer from 1985 (when Diablo Canyon's first unit went into service) until 2025 (when Diablo Canyon's second unit will shut down) will pay to help decommission the plant. Every customer has paid a small portion of this already, but more cost will inevitably be added to the bills. This cost is not reflected in the estimates provided in this report, and this oversight is disconcerting.

The jobs analysis provided in this report is predicated mostly on lower energy costs creating a small rent (economic version) and giving smaller business employers the opportunity to invest that savings in the form of more hiring. It also includes increased job creation by the County CCA, if it decides to build renewable energy generation in County. Both of these factors are highly unreliable. As we note above, there is no indication that there will be a substantive difference between PG&E and CoCo CCA future power costs – and without cost savings, there's no real benefit to employment, and no funds left for hiring. We also must underscore that if there are good locations for solar and wind development in the County, PG&E or some other utility will develop those areas, regardless as to whether a CCA is operating in the County. Renewable energy development is marching up the San Joaquin Valley as the cheaper land is eaten up by new renewable plants. We agree with the study location criteria that there are a number of very good sites for solar and a few for wind in the County. When they become cost competitive, those sites will be developed, and County residents will benefit, but the CCA is absolutely not necessary for this to happen.

## GREENHOUSE GAS EMISSIONS

This report estimates GHG emissions reductions of 50% below PG&E, largely based on the availability of hydro power to supply 40% to 60% of the County CCA's load. This could possibly be viable during the first year of operation, when the number of customers is minimal, but is simply not sustainable over the long term because, as previously outlined above, there simply isn't enough inexpensive hydro on the market. The only other way that the CoCo CCA could possibly reach 50% less GHG emissions than PG&E would involve the use of Renewable Energy Credits or RECs (as Marin Clean Energy does). However, the

enactment of AB 1110 -- which will force CCAs to fully disclose of their GHG emissions portfolio – means that “greenwashing” with RECs is no longer an option.

We also observed that the comparisons to PG&E in this report appear to be dated and disingenuous. When we look at the most recent data available from 2016, PG&E has reached 32% RPS; it receives between 20%-23% of its power annually from Diablo Canyon; and this year was an above-average hydro year, so it will receive 15%-18% from hydro. Aggregate these GHG-free sources, and PG&E is providing at least 70% of its power from GHG-free sources this year. Since it uses natural gas for the remainder, PG&E has an exceedingly low GHG emissions rate. The Technical study appears to have used 2013 or 2014 PG&E information, each of which were very low hydro production years. Additionally, in 2013, Diablo Canyon had two outages, resulting in far less power from nuclear than usual. Plus, PG&E RPS was in the low 20s during these years. Even if we were to look at 2015, the lowest hydro year on record at 8%, PG&E was still at 56% GHG-free power.

Lastly, as PG&E loses load (which it has and will continue to do), the amount of GHG-emitting sources will be reduced, and the percentage of their RPS and other non-GHG emission sources will increase. For example, this years’ 70% GHG-free would actually amount to 75% in three years, due to decreased load but the same amount of power procured. The big driver of this reduction of load is Distributive Generation and the Alameda CCA – they have more load in the County than all the rest of the existing CCAs put together. PG&E will be supplying less and less power annually, and that makes their GHG emissions rate drop even lower.

Assuming that Contra Costa’s CCA can get 35% RPS and exclude nuclear, the County would have to procure almost 100% non-GHG power or 60+% of their power from Hydro, which simply is not available. The only way to procure this amount of hydro would involve the County outbidding other existing contracts, making the cost projections entirely unachievable.

In closing, our analysis concludes that there is simply no way to achieve both the GHG emissions reductions at the costs that are projected in this report. We urge the Board of Supervisors, City Councils and decision-makers to closely evaluate the numbers presented in this report, put them into the context of the present energy market, and get a more realistic interpretation of what a CCA could feasibly accomplish in the County.

Questions pertaining to these comments may be directed to IBEW 1245 staffer Hunter Stern, [hls5@ibew1245.com](mailto:hls5@ibew1245.com) or (415) 517-0318.

**Print****Community Choice Energy Draft Technical Study Draft Comments - Submission #14843**

---

**Date Submitted: 12/1/2016**

**Please use this form to provide us with your comments regarding the Community Choice Energy Draft Technical Study, ask questions, or to be added to the e-mail list for Community Choice Energy**

**Please provide us with the following information if you would like us to contact you:**

**Name:**

Jim Moita

**Phone:**

(925) 788-9571

**Community Name**

Clayton

Please provide the name of the city or community you live in

**Email\*:**

jmi-acorn@sbcglobal.net

**Comments**

We have a 1 MW rooftop project ready to go on line in Brentwood today atop Acorn Self Storage located at 6900 Lone Tree Way. I would like to invite any Supervisor or staff member to look at the project. I believe it will be very informative from a solar developer perspective. PG&E does not pay enough to make the project feasible - so it sits. And, in 2019 the 30% federal tax credit expires. In 2019 all of the suppliers will raise their prices. I am hopeful that Contra Costa County acts quickly to join MCE or start a community choice entity. If you wait too long you will have blocked the job and green power growth you want. Please expedite. If you have any question please contact me.  
Thank you for making a green future a reality,  
Jim Moita

**\*You will be added to the project e-mail list unless you check the box below. We do not share your e-mail addresses and you can opt out of e-mails at any time.**

**Do NOT add me to the project e-mail list**



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Appeal of the County Planning Commission's Approval of County File #DP16-3002, to construct a new Single-Family Residence at 192 High St. in Pacheco

---

**RECOMMENDATION(S):**

- 1.) OPEN the hearing, ACCEPT testimony and CLOSE the hearing.
- 2.) FIND that the proposed project is categorically exempt from the California Environmental Quality Act - Class 3 (CEQA Guidelines 15303 (a)).
- 3.) DENY the appeal of Tami Welcome.
- 4.) SUSTAIN the decision of the County Planning Commission.
- 5.) APPROVE County File #DP16-3002, a development plan to demolish an existing single-family residence and construct a new 2,220 square-foot single-family residence with a tree permit to remove two multi-stemmed pine trees.
- 6.) ADOPT the attached findings and REVISED conditions of approval for County File #DP16-3002.
- 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 any additional costs associated with the application.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Jaclyn Isip,  
925-674-7815

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

By: , Deputy

cc:

## BACKGROUND:

### **Project Summary**

This is an appeal of the County Planning Commission's (CPC) decision to approve County File #DP16-3002, a proposal to construct a new single-family residence at 192 High Street in Pacheco. The subject site is rectangular in shape and is 10,200 square feet in area (approximately 60 feet wide and 170 feet deep). The existing residence was built in 1942 and the 576 square-foot accessory building was constructed in 1959. The proposal includes demolishing the existing 989 square-foot single-family residence to construct a new single-family residence.

On December 4, 2015, the Small Lot Design Review application was submitted proposing to demolish approximately 500 square feet of the existing residence to allow for the construction of a one-story addition of approximately 1,885 square feet, totaling approximately 2,375 square feet of living space. On January 8, 2016, a Development Plan application was submitted with a new proposal to demolish the entire 989 square-foot single-family residence to construct a new one-story 2,220 square-foot residence.

The new residence will include 2,220 square feet of livable space, a 494 square-foot two-car garage, a 139 square-foot front yard covered porch, a 155 square-foot rear yard deck and will measure 17 feet at the highest point. There is an existing 576 square-foot unconditioned accessory structure and a 126 square-foot shed in the rear of the property that will remain. In addition the project includes the removal of two multi-stemmed pine trees located where the residence is proposed. The new residence is in proximity to an oak tree on the adjacent property located to the north, however the oak tree is not code-protected since it is not 1) part of a grouping of four or more indigenous trees measuring 6.5 inches in diameter or larger or 2) located on an undeveloped property.

The subject parcel was created in January of 1959 with approval of a Variance (County File #VR58-579) to subdivide one lot into two lots each having less than 80-foot average widths (approved with 60-foot average widths). The neighborhood is developed with one and two story single-family residences within the Single-Family Residential R-10 zoning district, and the General Plan Designation is partially-Open Space (OS) and partially-Single-Family Residential-High Density (SH). Properties within the area consist of a minimum of 6,000 - 14,450 square-foot lot sizes and 50 percent of the parcels are substandard in size. Residences in the neighborhood range in size from 954 - 2,114 square feet of living space.

### General Plan Consistency

The subject property has a General Plan Designation that is partially Open Space (OS) and partially Single-Family Residential-High Density (SH). Approximately seventy percent of the project is designated as OS and thirty percent designated as SH. One single-family residence on an existing legal lot is consistent with the OS designation. The SH designation allows for a range of 5.0 to 7.2 single-family units per net acre. The project involves demolishing one existing residence and constructing a new single-family residence on an existing legal lot. The proposal is consistent with the General Plan.

### Zoning Compliance

The subject property is zoned R-10, Single-Family Residential District with a 10,000 square-foot minimum lot size and an 80-foot average lot width. The R-10 Zoning District allows for a single-family residential use and ancillary buildings and structures associated with the development. The subject property has a 60-foot average lot width and is substandard in size. Any development requires a Small Lot Design Review to determine compatibility with the surrounding neighborhood. The project complies with the required setbacks for the property, measuring 25 feet from the front property line, 11 feet from the side property lines, and 64 feet from the rear property line. The proposed 494 square-foot two-car garage will satisfy the off-street parking requirement for the R-10 zoning district.

### **Summary of Approval and Appeal Process**

#### Application Submittal

An application for a Small Lot Design Review was submitted to demolish approximately 500 square feet of the existing residence to allow for the construction of a single story addition of approximately 1,885 square feet of living space to an existing residence. The notices were mailed and resulted in a request for a public hearing. On January 8, 2016, the applicant decided to move forward with the project and submitted for Development Plan application #DP16-3002 which proposed a new residence with 2,220 square feet of living space. The proposal for #DP16-3002 was noticed to neighbors within 300 feet, 10 days prior to the Zoning Administrator Hearing.

#### Zoning Administrator (ZA) Hearing and Decision

This project was initially heard by the ZA on May 16, 2016. At the hearing, the ZA took testimony from the applicant and the appellant, Ms. Tami Welcome. After considering testimony, the ZA indicated that the project is consistent with the R-10 zoning district, meets the required findings, and approved the project as recommended by staff. An appeal of the Zoning Administrator's decision was received on May 25, 2016 (see attached).

#### Board of Appeals (County Planning Commission) Hearing and Decision

On July 12, 2016, the County Planning Commission (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 a testimony from the property owner and the appellant (CPC staff report attached). At the conclusion of staff's presentation, the CPC requested clarification regarding building coverage, whether the existing accessory buildings that will remain are in compliance with the building setbacks and building codes, and if there is 1-foot easement that exists along the southern side property line of the subject property. Staff informed the Commission that the R-10 zoning district does not restrict development through lot coverage but restricts development through building height and front, side, and rear setbacks and the proposal is consistent with these setbacks. Staff informed the Commission that the existing 576 square-foot unconditioned accessory building was permitted and all structures comply with applicable set back requirements. The Title Report and Grant Deed for the subject property received at the CPC hearing did not include a 1-foot easement. At the conclusion of the testimonies and a brief discussion, the Commission voted unanimously to deny the appeal and uphold the ZA's decision to approve the project.

#### Appeal of the County Planning Commission's Decision

On July 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**

Summary of Appeal Point #1: The aerial photo presented by the applicant during the May 16th 2016 Zoning Administrator hearing and the July 12th 2016 Planning Commission hearing is inaccurate and misleading in relation to the size of homes in the neighborhood.

*Staff Response:* Staff researched several homes in the vicinity to compare the square footage of total living area with the proposed new residence and found that the size of the new residence was not disproportionate to the neighboring properties. Homes vary in size, measuring up to 2,114 square feet. The photographs presented during the May 16th 2016 Zoning Administrator hearing were used as a visual representation of the homes in the area in relation to not only size but location as well. As seen in an aerial view, homes in the neighborhood are concentrated closer to the front property lines with more rear yard. Based on size and location, the new residence is compatible and consistent with the neighborhood.

Summary of Appeal Point #2: The plot plan submitted does not include the required items to submit with a Development Plan application.

*Staff Response:* The plans dated February 16, 2016 included two existing site plans, existing elevations, a



*proposed site plan/floor plan, and proposed elevations. Of the two existing site plans, one was not drawn to scale. The existing site plan that was drawn to scale and the proposed site plan/floor plan included all requirements in the checklist, clearly labeled. Staff reviewed the scaled drawings and determined that the proposed residence meets the zoning setback requirements.*

Summary of Appeal Point #3: There is a 2nd Tree Stump that requires a permit.

Staff Response: *There is a 2nd tree stump adjacent to the multi-stemmed tree stump. Both tree stumps are protected since they are located on a vacant parcel. The tree permit includes the removal of both tree stumps and Condition of Approval (COA) #5 has been added to include restitution to replant and bond for two (2) trees, minimum 15 gallons in size.*

Summary of Appeal Point # 4: A Variance (County File #VR58-579) was approved to divide one lot into 2 lots each having less than 60-foot average widths. The proposed site plan shows the lot with a 60-foot width.

Staff Response: *The subject property is zoned R-10, Single-Family Residential District. The R-10 district requires an 80-foot average lot width. In 1958, the lot was created through a Variance (County File #VR58-579). The variance was approved to divide one lot into 2 lots each having less than the average width. As a result, both lots were approved with 60-foot average lot widths; not less than 60-foot average widths. Therefore, the proposed site plan is accurately drawn with a 60-foot lot width.*

Summary of Appeal Point # 5: The oak tree on the property that the applicant proposes to trim they state is not code-protected and is actually by size defined as a Heritage Tree and is in fact code protected.

Staff Response: *The oak tree on the property measures 56 inches in diameter (175 inches in circumference). Pursuant to Section 816-4.402, the oak tree could qualify as a heritage tree. A heritage tree is any tree or group of trees particularly worthy of protection, and specifically designated as a heritage tree by the Board of Supervisors pursuant to the following:*

- A. Having historical or ecological interest or significance, or*
- B. Being dependent upon each other for health or survival, or*
- C. Being considered an outstanding specimen of its species as to such factors as location, size, age, rarity, shape, or health.*

*Because the oak tree was not designated by the Board of Supervisors, it is not a Designated Heritage Tree.*

*The applicant plans on pruning a portion of the neighbor's oak tree that is leaning over the property line for the purpose of constructing the new single-family residence. Section 816-6.102 of the County Code provides that no permit is required for routine pruning that does not involve topping or tree removal. Condition of Approval (COA) #6 has been added to ensure that the applicant implement all recommended measures in the recommendations for the Tree Preservation section of the arborist report.*

Summary of Appeal Point # 6: The new residence will be 65 feet away from the rear property line and closer to the front property line. This is inconsistent with the neighboring properties.

Staff Response: *The new residence will be located approximately 25 feet from the front property line, 11 feet from both side property lines, and approximately 64 feet away from the rear property line, meeting all dimensional requirements for the R-10 zoning district with no variances. Homes within the neighborhood are primarily concentrated closer to the front property lines with a larger rear yard and more outdoor living space, therefore; the location of the new residence is consistent with zoning and, in staff's view, with the neighborhood.*

## **Conclusion**

The appeal points are similar to the testimony offered to the ZA and CPC and do not provide for overturning the CPC's decision. The project is consistent with the R-10 zoning district and with the General Plan.

Considering these facts, staff recommends that the Board of Supervisors deny the appeal by Tami Welcome and sustain the County Planning Commission's decision to approve County File #DP16-3002, subject to the attached findings and REVISED conditions of approval.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors grant the appeal, the County Planning Commission's decision to uphold the County Zoning Administrators approval to construct a new residence at 192 High Street will be overturned. The owners of 192 High Street will be unable to construct a new residence.

CHILDREN'S IMPACT STATEMENT:

None. This Board Order is for an appeal of an application to construct and new single family residence and will not impact children's programs in the County.

ATTACHMENTS

MAPS

Resolution 12-2016

Revised Conditions

CPC Approved Findings/COAs

CPC Appeal by Tami Welcome

ZA Appeal by Tami Welcome

CPC Staff Report

ZA Staff Report

Agency Comments

Notice for ZA and CPC Hearings

Reduced Plans

Photographs

Presentation

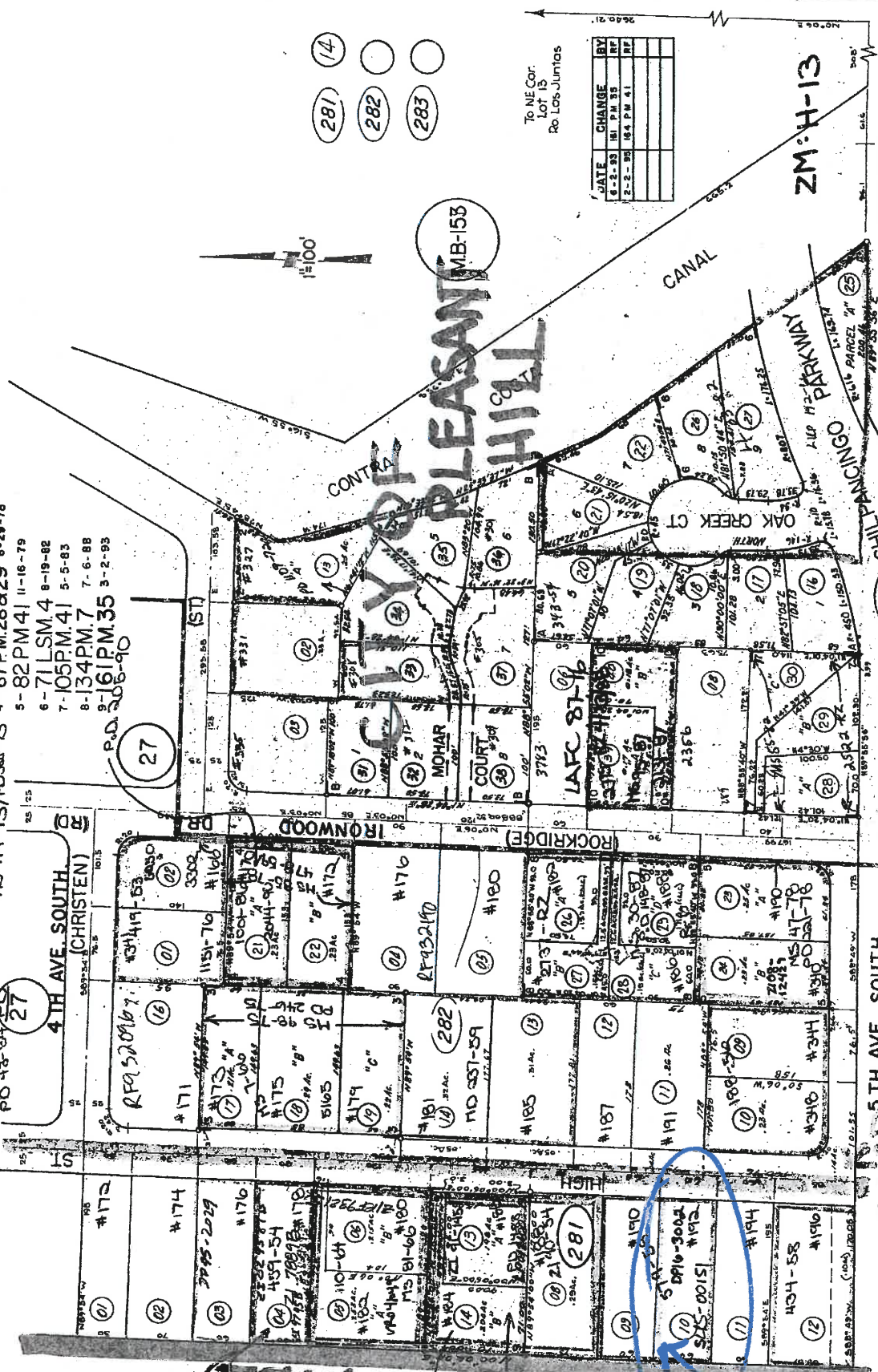
# MAPS

CT 3211

10-164 P.M.41 6-1-94

MU. LAS JUNTAS  
 1-RECORD OF SURVEY 44.L.S.M.35 8-26-66 MS 81-66  
 2-32 P.M.39 3-12-74 MS 114-73/AD331-73  
 3-45 P.M.28 6-3-76 MS 98-75  
 4-67 P.M.28 8-29-78  
 5-82 P.M.41 11-16-79  
 6-71 L.S.M.4 8-19-82  
 7-105 P.M.41 5-5-83  
 8-134 P.M.7 7-6-88  
 9-161 P.M.35 3-2-93

NO 115-710 RECORDED  
 8-1985 ROLL-TRACT 6407 (IRONWOOD ESTATES) M.B. 243-38  
 PO 42-24  
 1-TRACT 5714 M.B. 254-1, 6-23-81  
 SUPERSEDED BY 143-51 21 58602  
 MS 114-73/AD331-73



- 281
- 282
- 283
- 14

To NE Cor  
 Lot 13  
 Re Los Juntas

DATE	CHANGE BY
8-2-93	ML PM 35
10-1-93	ML PM 41
10-4-93	ML PM 41

ASSessor's MAP  
 BOOK 125 PAGE 28  
 CONTRA COSTA COUNTY, CALIF.  
 F.M. 154-17

154  
 15

JUN 8 1993

5 TH AVE SOUTH  
 from Parcel Book 154 page 17

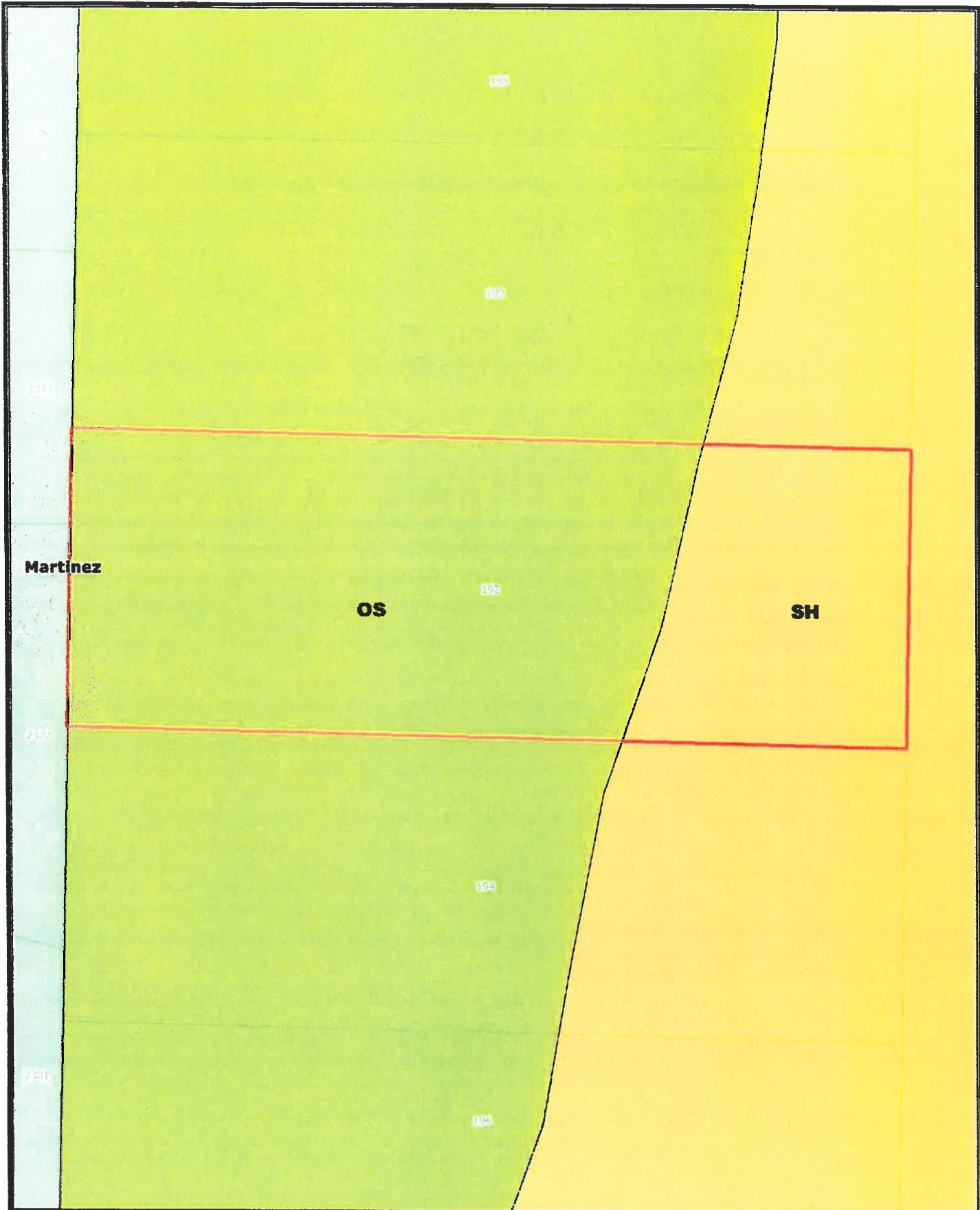
P.B.  
 155

beck with  
 150-40  
 150-40  
 150-40  
 150-40

APN 155-420-...

APN 155-500-...

STW



**General Plan: (OS & SH)**

Scale 1:297  
Contra Costa Internet GIS Map  
Printed: Jan 8, 2016 3:09:42 PM



2307

2373

2377

2381

**Martinez**

10

**R-10**

19

28



**Zoning: (R-10) Single Family Residential**

Scale 1:297  
Contra Costa Internet GIS Map  
Printed: Jan 8, 2016 3:16:06 PM







Martinez



# Aerial Photograph

Scale 1:297  
Contra Costa Internet GIS Map  
Printed: Jan 8, 2016 3:17:20 PM



**RESOLUTION NO. 12-2016**

**RESOLUTION OF COUNTY PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, INCORPORATING FINDINGS AND RECOMMENDATIONS FOR SMALL LOT DESIGN REVIEW DEVELOPMENT PLAN AND TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE LOCATED ON HIGH STREET IN THE PACHECO AREA OF SAID COUNTY.**

WHEREAS, Frank Sadighpour (Applicant) submitted a request for approval of a Small Lot Design Review Development Plan to demolish an existing 989 square-foot single-family residence and to construct a new 2,220 square-foot single-family residence with a 594 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck, with a tree permit to remove one-multi-stemmed pine tree, to be located on 192 High Street in the Pacheco area of Contra Costa County, for which an application was received on January 8, 2016; and

WHEREAS, for purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and State and County CEQA Guidelines, the project is Categorically Exempt, per CEQA Section 15303 Class 3 (a), which provides that one single-family residence may be constructed or converted under this exemption; and

WHEREAS, after notice having been lawfully given, a public hearing was requested by Tami Welcome on December 11, 2015; and

WHEREAS, the Zoning Administrator held a public hearing on May 16, 2016, 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 have been made and approved the application subject to the conditions; and

WHEREAS, on May 25, 2016, Tami Welcome 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 July 12, 2016, where all persons interested therein appear and be heard; and

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 construction of a new 2,220 square-foot, one-story, single-family residence with a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck with a tree permit to remove one multi-stemmed pine tree (16 – 24 inches in diameter), is consistent with the R-10 zoning district, Open Space and Single-Family Residential-High density General Plan Designation, and compatible with the surrounding neighborhood; and
2. DENIES the appeal of Tami Welcome; and
3. SUSTAINS the Zoning Administrator's approval of the application as conditioned.

BE IT FURTHER RESOLVED, that the County Planning Commission's approval of the Small Lot Design Review Development Plan, #DP16-3002, and its recommendation to the Board of Supervisors is based upon the following findings:

**A. SMALL LOT DESIGN REVIEW FINDINGS**

Prior to issuance of a building permit on a substandard lot, the Zoning Administrator must review the dwelling's compatibility with and impact on the surrounding neighborhood in terms of the following:

Location: Lots in the neighborhood range from 6,000 – 14,450 square feet with homes on High Street concentrated near the front property line. The new single-family residence will be located 25 feet from the front property line, 11 feet from the north and south side property lines, and approximately 64 feet away from the rear property line and will meet all dimensional requirements for the R-10 zoning district, with no variances required for the project. Therefore, as proposed, the location of the proposed residence is consistent with the development in the neighborhood.

Size: The existing residence to be demolished is approximately 989 square feet. The new residence will have approximately 2,220 square feet of livable space, a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-

foot rear yard covered deck. Residences within the neighborhood range in size from 954 – 2,114 square feet. The size of the residence is consistent with the neighborhood's total livable square-footages. The residence is a single-story residence and is a four bedroom, three bathroom home, which is typical for new home construction.

Height: The existing residence is a two-story residence, measuring approximately 23 feet tall. The new residence is one-story measuring approximately 17 feet tall and is 6 feet less than the existing residence. Residences within the neighborhood are one and two-story residences ranging in various heights; therefore, the residence is compatible with the surrounding neighborhood.

Design: The new residence will have a craftsman style design and will be finished with a combination of stucco and vertical wood siding with a combination of composition and asphalt shingled roof, and vinyl clad windows. The neighborhood consists of various lot configurations and residences that were constructed between the 1940s and 1960s. The neighborhood consists of a diverse mix of architectural designs consisting of wood panel siding, stucco siding, brick veneer accents, flat and pitched roofs, tile and asphalt shingled roofs. Therefore, the design of the new residence will be compatible with the eclectic designs found in the area.

## **B. TREE PERMIT**

**Require Factors for Granting Tree Permit.** The Zoning Administrator is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a Tree Permit have been satisfied:

1. Project Finding: Reasonable development of the property would require the removal of the code-protected multi-stemmed pine tree and this development could not be reasonably accommodated on another area of the lot.

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 motion of the County Planning Commission on Tuesday, July 12, 2016 by the following vote:

AYES: Steele, Wright, Terrell, Clark, Swenson and Snyder

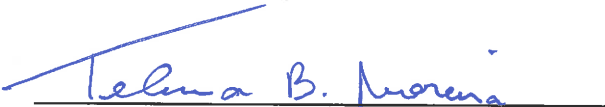
NOES: None

ABSENT: None

ABSTAIN: None

DUANE STEELE  
Chairman of the County Planning Commission,  
County of Contra Costa, State of California

ATTEST:

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

**REVISED  
FINDINGS AND  
CONDITION OF  
APPROVALS**

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #DP16-3002; FRANK SADIGHPOUR (APPLICANT), SHAHIN SHARIFI (OWNER) AND TAMI WELCOME (APPELLANT)**

**I. FINDINGS**

**A. SMALL LOT DESIGN REVIEW**

Prior to issuance of a building permit on a substandard lot, the Zoning Administrator must review the dwelling's compatibility with and impact on the surrounding neighborhood in terms of the following:

Location: Lots in the neighborhood range from 6,000 – 14,450 square feet with homes on High Street concentrated near the front property line. The new single-family residence will be located 25 feet from the front property line, 11 feet from the north and south side property lines, and approximately 64 feet away from the rear property line and will meet all dimensional requirements for the R-10 zoning district, with no variances required for the project. Therefore, as proposed, the location of the proposed residence is consistent with the development in the neighborhood.

Size: The existing residence to be demolished is approximately 989 square feet. The new residence will have approximately 2,220 square feet of livable space, a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. Residences within the neighborhood range in size from 954 – 2,114 square feet. The size of the residence is consistent with the neighborhood's total livable square-footages. The residence is a single-story residence and is a four bedroom, three bathroom home, which is typical for new home construction.

Height: The existing residence is a two-story residence, measuring approximately 23 feet tall. The new residence is one-story measuring approximately 17 feet tall and is 6 feet less than the existing residence. Residences within the neighborhood are one and two-story residences ranging in various heights; therefore, the residence is compatible with the surrounding neighborhood.

Design: The new residence will have a craftsman style design and will be finished with a combination of stucco and vertical wood siding with a combination of composition and asphalt shingled roof, and vinyl clad windows. The neighborhood consists of various lot configurations and residences that were constructed between the 1940s and 1960s. The neighborhood consists of a diverse mix of architectural designs consisting of wood panel siding, stucco siding, brick veneer accents, flat and pitched roofs, tile and asphalt shingled roofs. Therefore, the design of the new residence will be compatible with the eclectic designs found in the area.

## **B. TREE PERMIT**

**Require Factors for Granting Tree Permit.** The Zoning Administrator is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a Tree Permit have been satisfied:

1. Project Finding: Reasonable development of the property would require the removal of ~~two~~ one code-protected multi-stemmed pine tree and this development could not be reasonably accommodated on another area of the lot.

## **II. CONDITIONS OF APPROVAL**

### **Development Plan Approval**

1. A Development Plan to demolish the existing residence and construct a new single-family residence is APPROVED, as generally shown and based on the following:

A. Revised plans received on February 16, 2016,

### **Tree Removal**

2. This permit is to allow the removal of ~~one~~ two (~~1~~ 2) multi-stemmed pine trees only (16", 16", and 24" in diameter).

### **General Provisions**

3. Any deviation from this approval shall require review and approval by the CDD and may require the filing of an application to modify this Development Plan permit. In such case, a public hearing will be necessary.
4. The 576 square-foot workshop shall not be used as a second unit. Any expansion of the building or use shall require the owner to obtain necessary permits from CDD and Building Inspection.

### **Application Costs**

5. This application is subject to an initial deposit of \$1,000.00, 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 you owe additional fees, a bill will be sent to you shortly after permit issuance.

### **Restitution for Tree Removal**

6. Required Restitution for Approved Tree Removal – The following measures are intended to provide restitution for the trees that have been approved for removal.
  - A. Tree Restitution Planting/Irrigation Plan – **Prior to issuance of a grading permit or building permit**, whichever occurs first, the applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of the CDD. The plan shall provide for the planting of at least two (2) trees, minimum 15-gallon in size. The plan shall be accompanied by an estimate prepared by a licensed landscape architect or arborist of the materials and labor costs to complete the improvements on the plan.
  - B. Required Security to Assure the Completion of Plan Improvements – **Prior to CDD approval of plans for issuance of a grading permit or building permit**, whichever occurs first, the applicant shall submit a security (e.g., bond, cash

deposit) that is acceptable to the CDD. The bond shall include the amount of the approved cost estimate, **plus** a 20% inflation surcharge.

- C. Initial Fee Deposit for Processing a Security – The County ordinance requires that the applicant pay fees for all time and material costs of staff for processing a landscape improvement security. At time of submittal of the security, the applicant shall pay an initial deposit of \$100.00.
- D. Duration of Security: **Prior to seeking finalization of the building permit or grading permit**, the consulting arborist shall verify that the replacement trees have been properly planted and when verified, notify the CDD in writing. The security shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of the written verification of installation. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the replacement trees and to prepare a report on the trees' health. In the event that the CDD determines that the replanted tree(s) have been damaged or have died, and determines that the applicant has not been diligent in providing a replacement, then the CDD may require that all or part of the security be used to provide for replacement of the dead or damaged tree(s).

### **Arborist Recommendations**

7. The applicant shall implement all recommended measures in the Recommendations for Tree Preservation section of the consulting arborist's report, which are intended to mitigate the impacts of construction activities.

### **Construction Restrictions and Requirements**

68. The applicant shall comply with the following restrictions and requirements, which shall be stated on the face of the construction drawings:

- A. Except as otherwise stated below, construction activities are limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on the calendar dates that the following State and Federal holidays are observed:

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 details on the actual date the state and federal holidays occur, please visit the following websites:

Federal Holidays: <http://www.opm.gov/fedhol>

California Holidays: [http://www.edd.ca.gov/payroll\\_taxes/State\\_Holidays.htm](http://www.edd.ca.gov/payroll_taxes/State_Holidays.htm)

- B. Transport of heavy equipment and trucks is limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M., and is prohibited on weekends and the aforementioned State and Federal holidays.
- C. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties. This shall be communicated to project-related contractors.
- D. Construction equipment and materials shall be stored onsite to the maximum extent practicable.
- E. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

- F. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.
- G. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers that are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

**PUBLIC WORKS CONDITIONS OF APPROVAL FOR PERMIT DP16-3002**

**COMPLY WITH THE FOLLOWING CONDITION OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT OR PROPOSED USE.**

- ~~79.~~ Prior to issuance of a building permit, the property owner shall convey to the County, by Offer of Dedication, the right-of-way necessary for the planned future width of 60 feet along the frontage of High Street Road.

**ADVISORY NOTES**

**ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCES AND OTHER REGULATIONS THAT MAY BE APPLICABLE TO THE PROJECT.**

- A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, 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 90<sup>th</sup> 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. This project may be subject to the requirements of the following agencies:

- Department of Conservation and Development, Building Inspections Division
- Contra Costa Central Sanitary District
- Contra Costa Water District
- Contra Costa Fire Protection District

The applicant is strongly encouraged to review these agencies' requirement prior to continuing with the project.

G:\Current Planning\curr-plan\Staff Reports\Development Plans (DP)\DP16-3002\DP16-3002 Findings-COA  
CPC.docx

**COUNTY PLANNING  
COMMISSION  
APPROVED  
FINDINGS &  
CONDITION OF  
APPROVAL'S**

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #DP16-3002;  
FRANK SADIGHPOUR (APPLICANT), SHAHIN SHARIFI (OWNER) AND TAMI  
WELCOME (APPELLANT)**

**I. FINDINGS**

**A. SMALL LOT DESIGN REVIEW**

Prior to issuance of a building permit on a substandard lot, the Zoning Administrator must review the dwelling's compatibility with and impact on the surrounding neighborhood in terms of the following:

Location: Lots in the neighborhood range from 6,000 – 14,450 square feet with homes on High Street concentrated near the front property line. The new single-family residence will be located 25 feet from the front property line, 11 feet from the north and south side property lines, and approximately 64 feet away from the rear property line and will meet all dimensional requirements for the R-10 zoning district, with no variances required for the project. Therefore, as proposed, the location of the proposed residence is consistent with the development in the neighborhood.

Size: The existing residence to be demolished is approximately 989 square feet. The new residence will have approximately 2,220 square feet of livable space, a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. Residences within the neighborhood range in size from 954 – 2,114 square feet. The size of the residence is consistent with the neighborhood's total livable square-footages. The residence is a single-story residence and is a four bedroom, three bathroom home, which is typical for new home construction.

Height: The existing residence is a two-story residence, measuring approximately 23 feet tall. The new residence is one-story measuring approximately 17 feet tall and is 6 feet less than the existing residence. Residences within the neighborhood are one and two-story residences ranging in various heights; therefore, the residence is compatible with the surrounding neighborhood.

Design: The new residence will have a craftsman style design and will be finished with a combination of stucco and vertical wood siding with a combination of composition and asphalt shingled roof, and vinyl clad windows. The neighborhood consists of various lot configurations and residences that were constructed between the 1940s and 1960s. The neighborhood consists of a diverse mix of architectural designs consisting of wood panel siding, stucco siding, brick veneer accents, flat and pitched roofs, tile and asphalt shingled roofs. Therefore, the design of the new residence will be compatible with the eclectic designs found in the area.

## **B. TREE PERMIT**

**Require Factors for Granting Tree Permit.** The Zoning Administrator is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a Tree Permit have been satisfied:

1. Project Finding: Reasonable development of the property would require the removal of the code-protected multi-stemmed pine tree and this development could not be reasonably accommodated on another area of the lot.

## **II. CONDITIONS OF APPROVAL**

### **Development Plan Approval**

1. A Development Plan to demolish the existing residence and construct a new single-family residence is APPROVED, as generally shown and based on the following:

A. Revised plans received on February 16, 2016,

### **Tree Removal**

2. This permit is to allow the removal of one (1) multi-stemmed pine tree only (16", 16", and 24" in diameter).

### General Provisions

3. Any deviation from this approval shall require review and approval by the CDD and may require the filing of an application to modify this Development Plan permit. In such case, a public hearing will be necessary.
4. The 576 square-foot workshop shall not be used as a second unit. Any expansion of the building or use shall require the owner to obtain necessary permits from CDD and Building Inspection.

### Application Costs

5. This application is subject to an initial deposit of \$1,000.00, 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 you owe additional fees, a bill will be sent to you shortly after permit issuance.

### Construction Restrictions and Requirements

6. The applicant shall comply with the following restrictions and requirements, which shall be stated on the face of the construction drawings:
  - A. Except as otherwise stated below, construction activities are limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on the calendar dates that the following State and Federal holidays are observed:

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 details on the actual date the state and federal holidays occur, please visit the following websites:

Federal Holidays: <http://www.opm.gov/fedhol>

California Holidays: [http://www.edd.ca.gov/payroll\\_taxes/State\\_Holidays.htm](http://www.edd.ca.gov/payroll_taxes/State_Holidays.htm)

- B. Transport of heavy equipment and trucks is limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M., and is prohibited on weekends and the aforementioned State and Federal holidays.
- C. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties. This shall be communicated to project-related contractors.
- D. Construction equipment and materials shall be stored onsite to the maximum extent practicable.
- E. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.
- F. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.
- G. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers that are in good condition and shall locate



stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

**PUBLIC WORKS CONDITIONS OF APPROVAL FOR PERMIT DP16-3002**

**COMPLY WITH THE FOLLOWING CONDITION OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT OR PROPOSED USE.**

7. Prior to issuance of a building permit, the property owner shall convey to the County, by Offer of Dedication, the right-of-way necessary for the planned future width of 60 feet along the frontage of High Street Road.

**ADVISORY NOTES**

**ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCES AND OTHER REGULATIONS THAT MAY BE APPLICABLE TO THE PROJECT.**

- A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, 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 90<sup>th</sup> 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. This project may be subject to the requirements of the following agencies:

- Department of Conservation and Development, Building Inspections Division
- Contra Costa Central Sanitary District
- Contra Costa Water District
- Contra Costa Fire Protection District

The applicant is strongly encouraged to review these agencies' requirement prior to continuing with the project.

G:\Current Planning\curr-plan\Staff Reports\Development Plans (DP)\DP16-3002\DP16-3002 Findings-COA  
CPC.docx

**WELCOME  
COUNTY  
PLANNING  
COMMISSION  
APPEAL**

July 22, 2016

Department of Conservation & Development

CONTRA COSTA

2016 JUL 22 PM 12:46

APPLICATION & PERMIT CENTER

RE: #DP16-3002 (formerly CDSL15-00151)

Property Address: 192 High Street, Pacheco CA

APN: 125-281-010

To Whom It May Concern:

I am appealing the Planning Commission's decision to uphold the Zoning Administrator's approval of the above referenced Small Lot Design Review for the addition of a 3,084 sq ft new construction to an SMALL LOT with plans to keep the existing 576 sq ft garage & 126 sq ft shed & demolish 989 sq ft existing.

I am appealing on the grounds that the code requirements were not satisfied by the evidence presented at both the May 16<sup>th</sup> Zoning Administrator & the July 12 Planning Commission Appeal Hearing. Not only was the evidence presented by the DCC at both hearings inaccurate and misleading (aerial photo used by ZA) but the Plot Plans that are required to submit with a Development Plan Application (see attached checklist) which would clearly show the incompatibility in size & siting of the purposed plan to the adjacent and neighboring properties were not submitted and/or included in the Staff Report.

The only evidenced the Z.A. used to determine proportionate size and compatibility to existing neighborhood was an aerial photo of which half the photo includes a subdivision Hidden Lakes which is NOT comparable none are they neighboring properties.

I submitted to the Planning Commission the following discrepancies in the evidence provided by the DCD - *in addition to those above*

\*\*there is a 2<sup>nd</sup> tree stump that requires permit (I submitted photo at Planning Commission but was dismissed)

\*\*the fact that the owner/application submitted plans with lot width at 60 ft - See STAFF REPORT item # 58-579 divide one lot into 2 lots each having less than 60 foot avg widths"

\*\*the oak tree that will be in proximity to new construction that they propose to trim they state is not CODE PROTECTED is actually by size defined as a Heritage Tree and is in fact CODE PROTECTED. The tree is very large and covers the first front 3<sup>rd</sup> of 192 High Street - it could not be trimmed enough without damaging the tree or the aesthetics the tree provides. This issue could be resolved if the proposed 3084 sq ft new construction was "set" back on the lot. The proposed plan is that the placement of the 80 ft long by 39 ft wide 3084 sq ft new construction will be 65 ft from the rear fence extending down to the very edge of the <sup>front property line</sup> setback limit. This is inconsistent with the neighboring properties *but sitings but* again if the required plot plans had been submitted they would provide the visual necessary to make the determination that the size, location of proposed plan is NOT compatible *with the neighborhood properties*

This list is not inclusive - but are examples to support the grounds for my appeal.

Lastly, my knowledge and understanding of zoning and planning ordinances and process is limited to what I have learned on my own since I first received notice in December. Please forgive my ignorance. I am at a disadvantage trying to protect my rights as a homeowner of 20 years erstwhile the applicant who lives out of County and is a Real Estate Agent and has the DCD doing everything for him. *in support of the proposal will affect the value & enjoyment of my home for the past 20 years.*

Sincerely,

*Tami Welcome*

Tami Welcome

925-349-8693

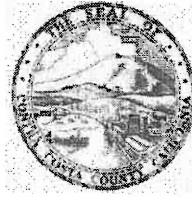
*I am not opposed to improvements to the vacant lot however the ~~purpose~~ purpose is to put the largest improvement (3700 sq ft total) on the smallest lot on High St. *of current residence forward to sit along side my home as opposed to current setback lot.**

Department of  
Conservation and  
Development

30 Muir Road  
Martinez, CA 94553-4601

Phone: 855-323-2626

Contra  
Costa  
County



**John Kopchik**  
Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director, Chief Building Official

**Maureen Toms**  
Deputy Director

PAYER: Tami Welcome  
194 High Street  
Pacheco CA 94553

APPLICATION #: CDDP16-03002

TYPE: Development Plan

Payment Type: Check  
Check Nbr: 1002

ACCOUNT ITEM LIST:

Item #	Description	Total Fees	Current Paid	Total Paid
0047	Appeal (\$125)	\$125.00	\$0.00	\$125.00
0047	Appeal (\$125)	\$125.00	\$125.00	\$125.00
052B	Notification Fee (\$30)	\$30.00	\$0.00	\$30.00
ADJ036X	Fee Adjustment	\$958.51	\$0.00	\$958.51
ADJ036X	Fee Adjustment	\$1,667.39	\$0.00	\$1,667.39
DPS036X	Small Lot Review Public Hearing	\$500.00	\$0.00	\$500.00
HSDR	Environmental Health Fee (\$57)	\$57.00	\$0.00	\$57.00
Total Fees:		\$3,462.90	Paid:	\$3,462.90
			Balance:	\$0.00

ISSUED BY: GKUPP  
DATE: 07-22-2016

APPLICATION DESC: Development Plan Review for a hearing requested on File #SL15-151 for the construction of an addition/remodel of a single family residence.  
SITE ADDRESS: 192 HIGH ST, PACHECO, CA 94553-5528  
PARCEL: 125-281-010  
NOTES: Appeal Fee

Receipt Number: 160008950

AERIAL MAP

Borrower:

File No.: 192 HIGH ST

Property Address: 192 HIGH ST

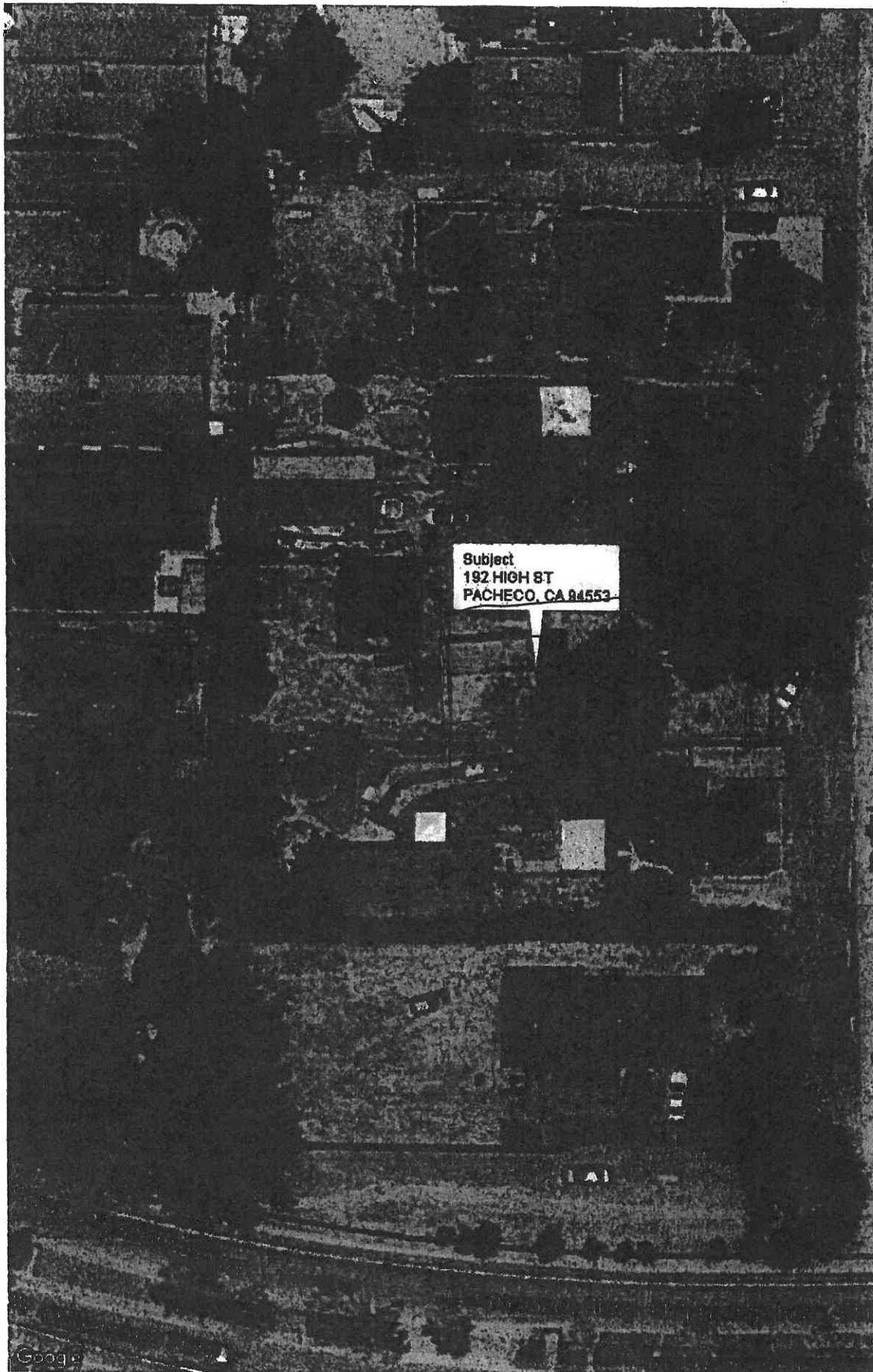
Case No.:

City: PACHECO

State: CA

Zip: 94553

Lender:



Subject  
192 HIGH ST  
PACHECO, CA 94553

*Completed  
per*

TRAINING ADMINISTRATOR  
AGENDA ITEM # 3A

5/16/16

**SUBMITTING YOUR APPLICATION**

1. PREPARE a plot (site) plan, floor plans and building elevations clearly and legibly drawn to a commonly used scale with the following information, and verify (by initialing) that the information is included on the plans:

Applicant's  
Initials

**Plot (site) Plan**

- NO a. All existing property lines labeled and fully dimensioned.  
NO b. All public and private roads, easements and drainage installations adjacent to the subject parcel(s).  
NO c. All existing and proposed improvements (including drainage) with distances to all property lines.  
NO d. Distance from property lines to existing improvements on parcels adjoining the subject parcel(s) ←  
NO e. Names of adjoining property owner(s).  
NO f. Topographic contours labeled with elevation, known geologic hazards, creeks/streams and drainage ditches.  
NO g. Location, species, drip lines and trunk diameters of all trees with a diameter of 6 inches or greater, measured 4½ feet above ground whose trunks lie within 50 feet of any proposed improvements. This shall include all such trees on the subject property as well as trees on adjoining properties whose canopy extends onto the subject property. Number the trees for identification purposes and indicate if they are to be removed or altered in any way.  
NO h. North arrow and scale.  
NO i. Existing and proposed parking layouts, driveways and landscaped areas (all fully dimensioned).  
NO j. Computations of lot coverage, gross floor area and landscaped areas (all indicated in square feet). ←  
NO k. Area of the subject parcel(s) officially mapped within the boundary of a Special Flood Hazard Area (if applicable).  
NO l. A vicinity map showing sufficient information such as streets, highways, railroad tracks, water bodies, landmarks etc. to locate the subject parcel(s).

**Floor Plans**

- NO m. All rooms, hallways and other common areas with their dimensions and use (i.e. bedroom, kitchen, etc.).  
NO n. Locations of doorways, stairways and landings, windows, permanent fixtures (sinks, toilets, showers, etc.) and major mechanical equipment (hot water heaters, furnaces, etc.).

**Building Elevations**

- NO o. Exterior dimensions (height, width, depth) of all proposed improvements. Height is measured at the point within the building footprint that has the greatest distance between the ground and the top of the building directly above.  
NO p. Proposed exterior ornamentation such as shutters, planting boxes, window trim, cornices, signs, railings, etc.  
NO q. Proposed exterior materials (i.e. wood siding, stucco, stone veneer, concrete tile roof, etc.).

2. HAND DELIVER (do not mail) the following to the Contra Costa County Application & Permit Center:

- NO r. Three (3) full size sets of plans (no larger than 24" x 36") and twelve (12) reduced sets (no larger than 11" x 17"). All sets must be folded to approximately 8½" x 11". **Rolled plans will not be accepted.**  
NO s. Completed application form (reverse side of this sheet).  
NO t. "Important Notice to Applicants" signed and dated.  
NO u. \*Required deposit and miscellaneous fees. Checks may be made payable to Contra Costa County.

\* Please note that the fees described on this form are related only to the Contra Costa County Department of Conservation and Development and Public Works Department [(925) 313-2000] costs for processing your application. Additional fees and requirements may be imposed by federal, state and local agencies that may be involved in reviewing your project. It is the applicant's responsibility to investigate whether additional fees and requirements will be imposed.

**APPLICANT VERIFICATION**

I verify that all of the information submitted as indicated by my initials is complete and accurate to the best of my knowledge and further acknowledge that should it be found that any of the information is incorrect or incomplete it may result in increased processing time and/or costs. I acknowledge that all staff costs are borne by the applicant and if necessary, additional deposits will be required. I also acknowledge that I have completely read this form and understand all of the information stated herein

Signature

Name (print)

Date

Contra Costa County Department of Conservation & Development  
Community Development Division  
Application & Permit Center  
30 Muir Rd.,  
Martinez, CA 94553  
(925) 674-7200



These were changed

ONLY Plot Plans I received  
until zoning Admin  
Hearing started



**NOTICE OF OPPORTUNITY TO REQUEST A PUBLIC HEARING**

Date: December 4, 2015

Dear Property Owner:

An application for a building permit has been submitted to the Contra Costa County Department of Conservation and Development, Community Development Division. The subject lot is smaller in area and/or average width than is required by the current zoning. In situations where building permits are requested on these "small" lots, the County may notify all property owners within 300-feet and provide the opportunity to request a public hearing to consider the compatibility of the project with other development in the immediate neighborhood in terms of its size, height, design, and location.

Should you want additional information about the proposed project, you may contact the applicant directly or you may come to our office (address below) or call (925) 674-7200. In order for a request for a public hearing to be valid, the request must be submitted in writing, must specifically state that a public hearing is requested, and must be received on or before the date noted below. Any hearing request should refer to the file by its number (see below) and should state the reason for the hearing request. The applicant will then be notified and a hearing will be scheduled. You will be re-notified of any scheduled hearing.

The County Zoning Administrator may consider issuance of a building permit without a hearing if a request for a public hearing is not received by **5:00 PM on Monday, December 14, 2015** at the:

Application and Permit Center  
Community Development Counter  
30 Muir Rd.  
Martinez, CA 94553  
Attn: File #**CDSL15-00151**

**Site Address: 192 High Street, Pacheco, CA 94553-5528**  
**APN: 125-281-010**  
**Project Description:** The Applicant requests approval of a small lot design review to demolish approximately 500 square-feet of the existing residence to allow for the construction of a single-story addition of approximately 1885 square-feet to an existing single-family residence, per attached plans.  
(See reverse side for any further information.) *2385 sq ft*

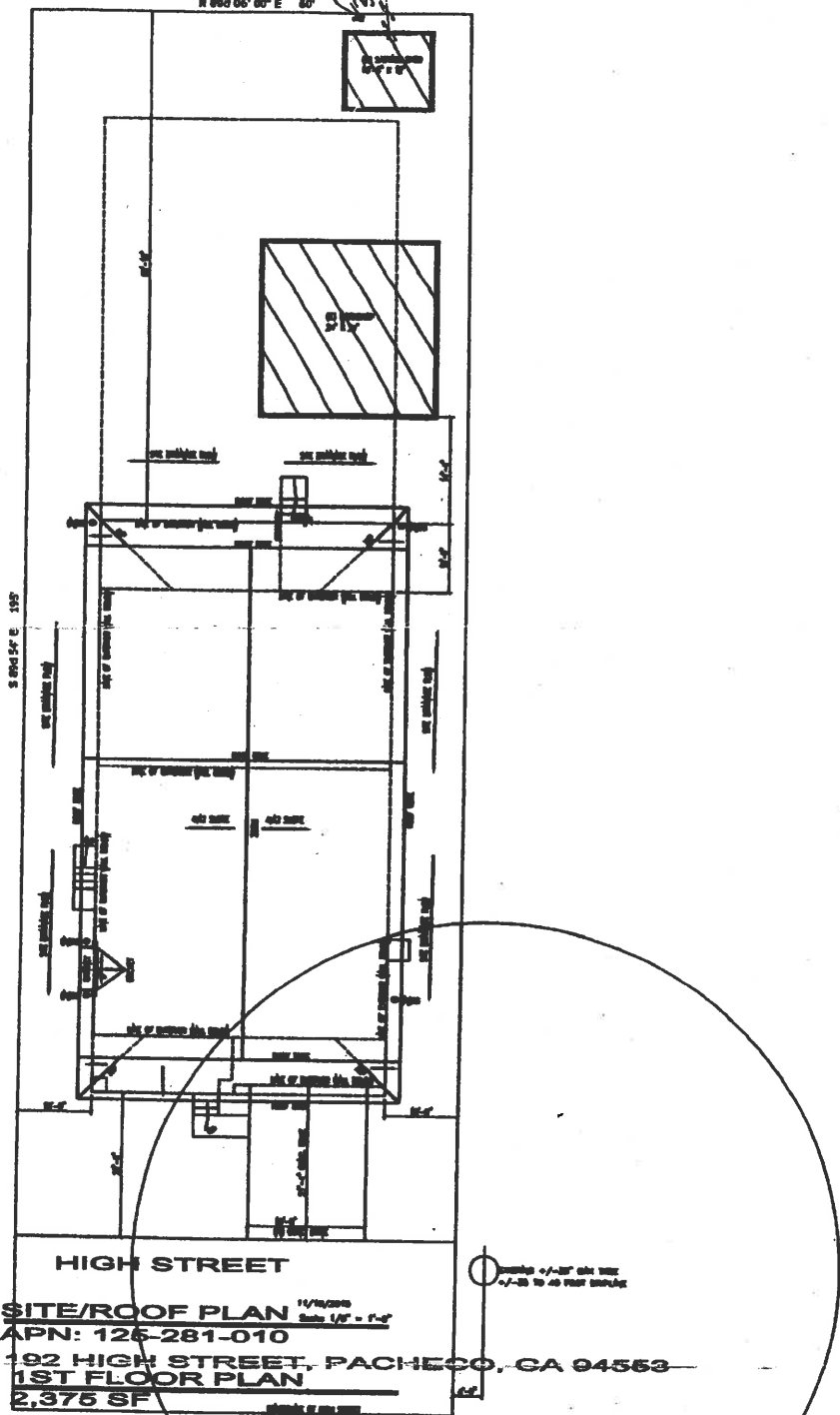
**Applicant**

Name: Frank Sadighpour  
Phone: (925) 286-2646

Address: 167 Ironwood Drive  
Pacheco, CA 94553

Building Permit May be Issued  
Zoning Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
**THIS APPROVAL IS VALID FOR A PERIOD OF TWELVE MONTHS**

N 89d 00' 00" E 60'



HIGH STREET  
 SITE/ROOF PLAN 11/10/2010  
 APN: 125-281-010 Scale 1/8" = 1'-0"  
 192 HIGH STREET, PACHECO, CA 94553  
 1ST FLOOR PLAN  
 2,375 SF



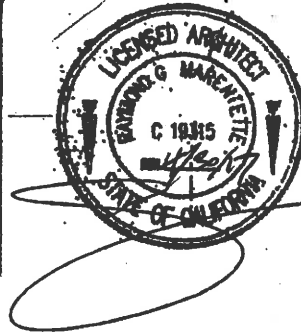
1/8" = 1'-0" SEE PLAN  
 1/8" = 1'-0" SEE PLAN

T.O. RIDGE +17'-11"



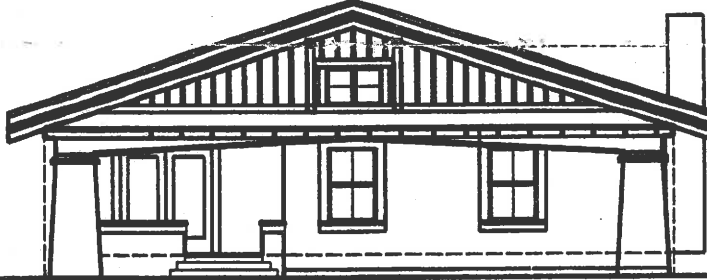
GREAT ROOM    ENTRY PORCH    GARAGE

192 HIGH ST., PACHECO, CA



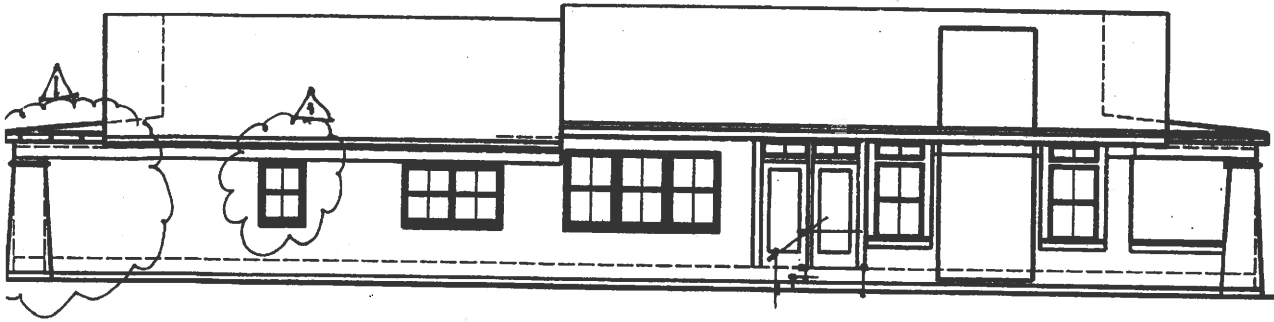
△ REVISION 12/3/2015

T.O. RIDGE +17'-11"

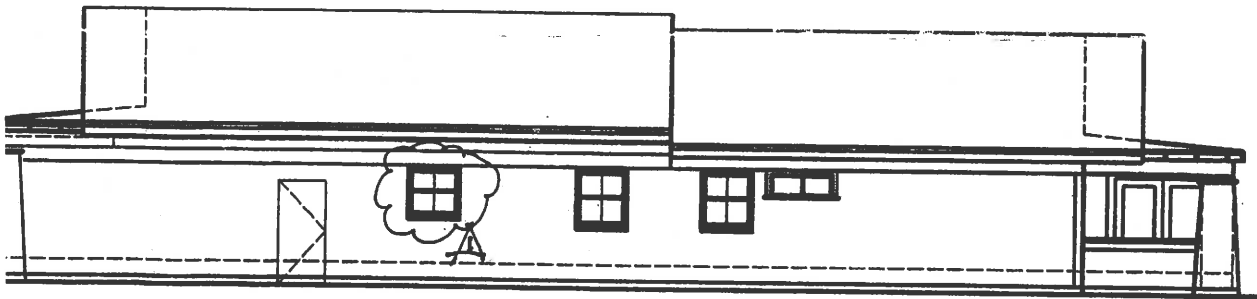


REAR DECK    MASTER BEDROOM

192 HIGH ST., PACHECO, CA  
REAR ELEVATION



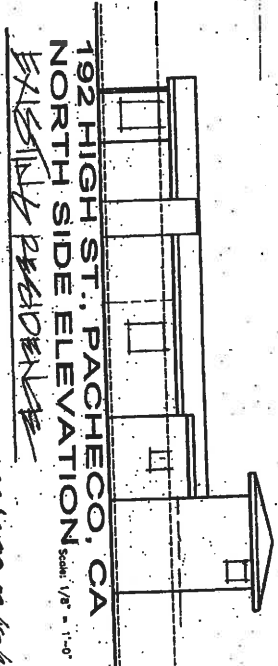
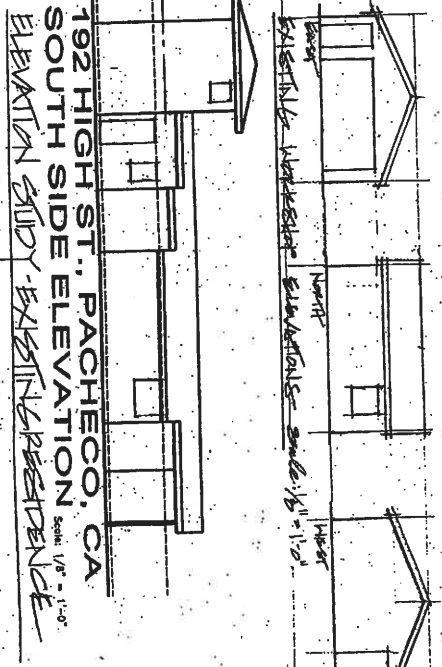
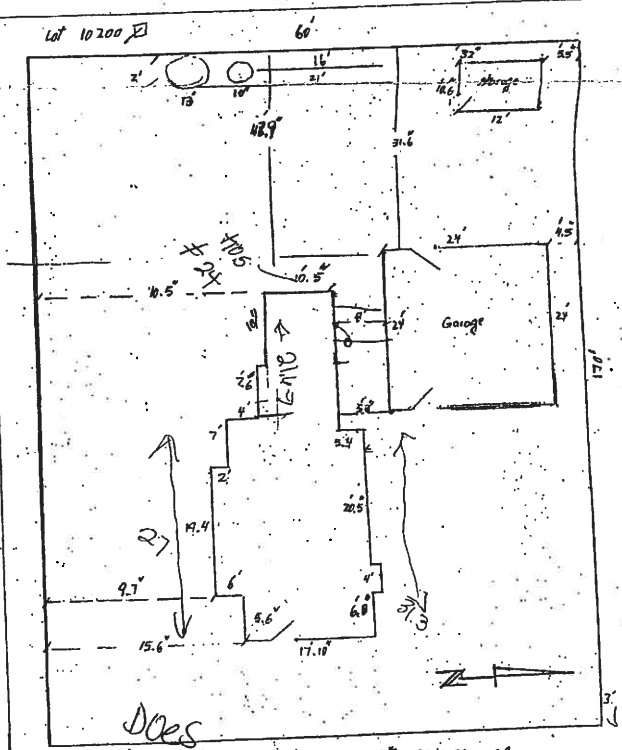
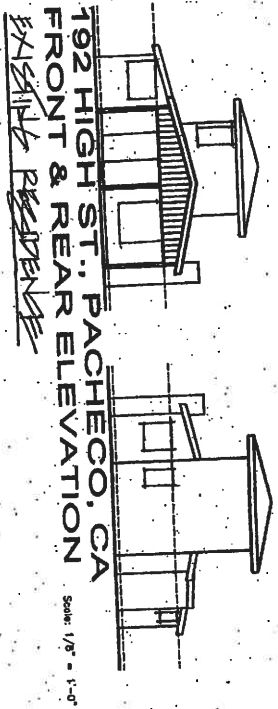
192 HIGH ST., PACHECO, CA  
SOUTH - SIDE ELEVATION



192 HIGH ST., PACHECO, CA  
NORTH - SIDE ELEVATION

△ REVISION 10/3/2015

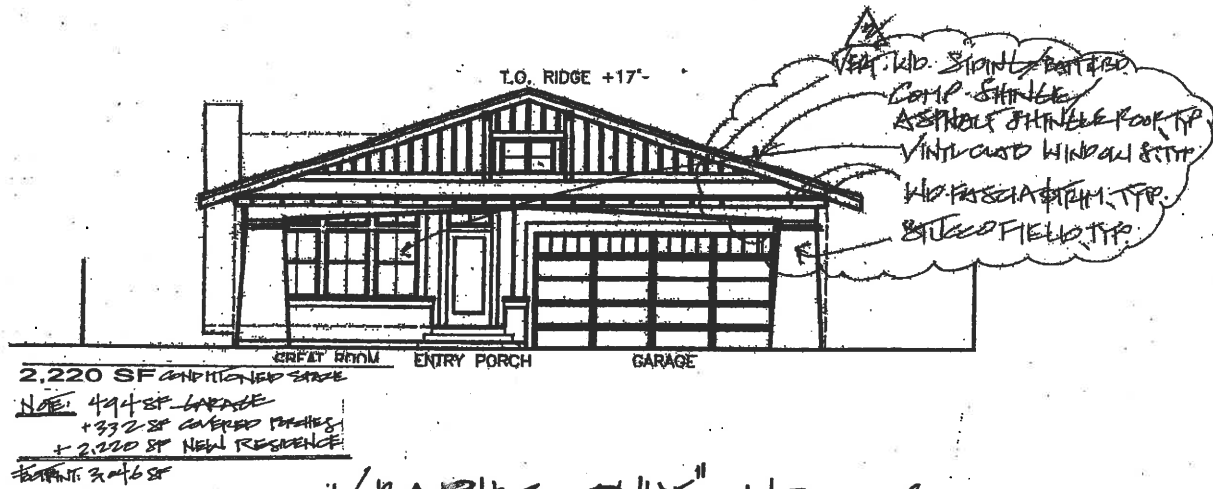
Mid Plans from Staff  
 Report Zoning Administrator  
 Dated 5/16/16



RAISED on 12/10/16  
 WAF RATHBARTEN  
 DR. No. 219318  
 DWG. No. 8

RECEIVED  
 CONTRA COSTA COUNTY  
 FEB 16 2016  
 DP 10-2002  
 Dept of Conservation & Development

RECEIVED  
CONTRA COSTA COUNTY  
REVISED  
FEB 16 2016  
DPL 6-3002  
Dept of Conservation & Development



"GRAPHIC ONLY" - NO SCALE

REVISED 02/19/2016

APPLICANT HERSTING SUBMITTED UPDATES, JANUARY 6, 2016

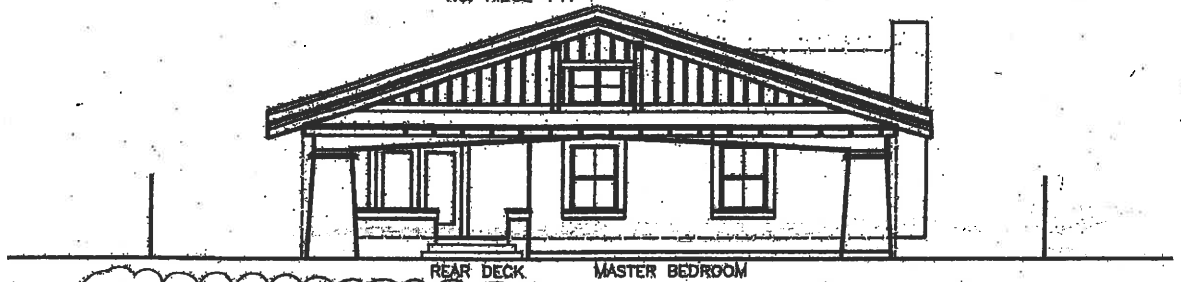
REVISED  
CONTRA COSTA  
2016 FEB 16 AM 8:13  
APPLICATION & PERMIT CENTER  
DPL 6-3002



SITE AREA COMPUTATIONS:

LOT AREA = 10,200 SF (100%)  
Building Footprint = 3,046 sf (NEW) + 702 sf (EXISTING) = 3,748 sf (37%)  
Pervious HARDSCAPE and LANDSCAPE (softscape) area = 6,452 sf (63%)

T.O. RIDGE +17'

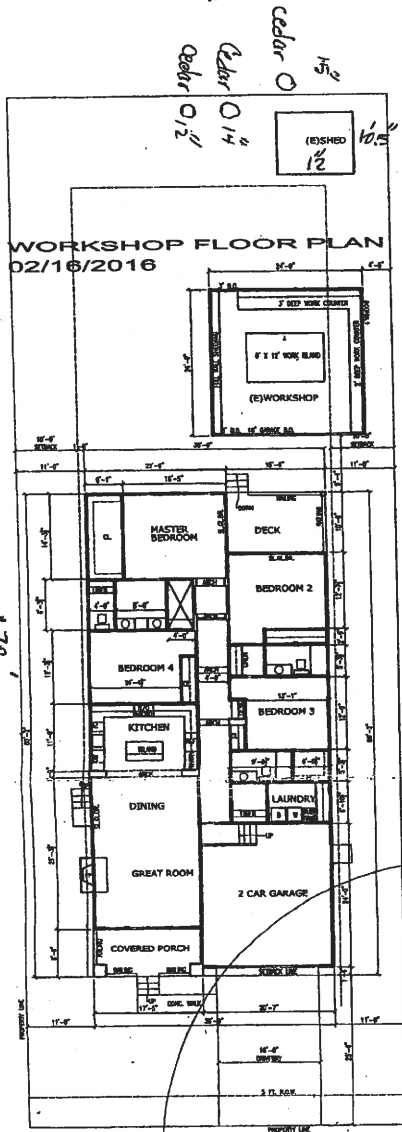


**DRAWING INDEX**  
192 HIGH ST., PACHECO, CA  
REAR ELEVATION Scale: 1/8" = 1'-0"

- 1- COVER SHEET - FRONT & REAR ELEVATION
- 2- PLOT SITE PLAN - SITE LOCATION PLAN
- 3- ~~ARCHITECTURAL ROOF PLAN~~ OMIT 02/15/16 PA
- 4- ~~ARCHITECTURAL FLOOR PLAN~~ OMIT 02/15/16 PA
- 5- ARCHITECTURAL SITE-ROOF PLAN
- 6- NEW RESIDENCE EXTERIOR ELEVATIONS
- 7- SITE DEMO PLAN
- 8- EXISTING STRUCTURES - ELEVATIONS

REVISED 02/15/2016  
NOTE: NO SCALE  
GRAPHIC ONLY  
COVER SHEET - INDEX  
FILE NO. 1

DP16-3002



WORKSHOP FLOOR PLAN  
02/16/2016

REVISION

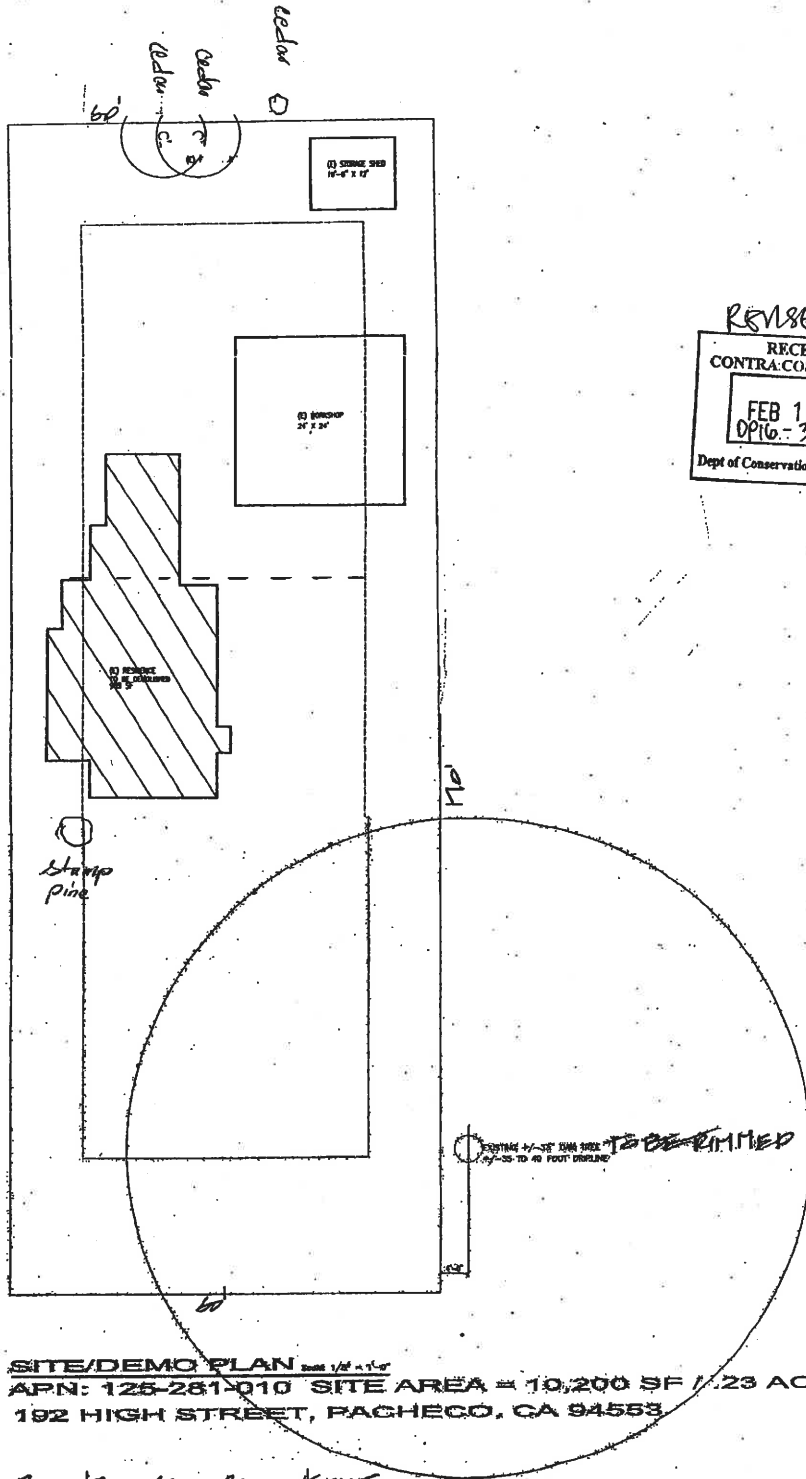
RECEIVED  
CONTRA COSTA COUNTY

FEB 16 2016  
DP16-3002

Dept of Conservation & Development

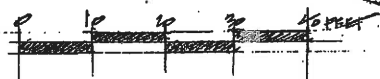
**SITE AREA COMPUTATIONS:**  
 LOT AREA = 10,200 SF (100%)  
 Building Footprint = 3,046 sf (NEW) + 702 sf (EXISTING) = 3,748 sf (37%)  
 Pervious HARDSCAPE and LANDSCAPE (softscape) area = 6,452 sf (63%)

**1ST FLOOR PLAN** Scale: 1/8" = 1'-0"  
 2,220 SF (Conditioned Space)  
 192 HIGH ST., PACHECO, CA



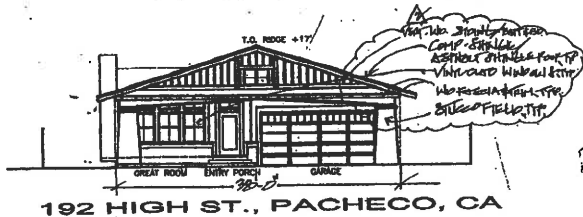
REVISED  
 RECEIVED  
 CONTRA-COSTA COUNTY  
 FEB 16 2016  
 DP16-3082  
 Dept of Conservation & Development

**SITE/DEMO PLAN**  
 APN: 125-281-010 SITE AREA = 10,200 SF / .23 ACRES  
 192 HIGH STREET, RAGHECO, CA 94553



REVISED 02/19/2016  
 JAN. 6, 2016  
 DWG. No. 7



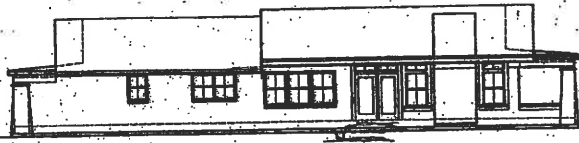


192 HIGH ST., PACHECO, CA

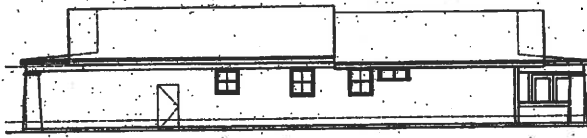
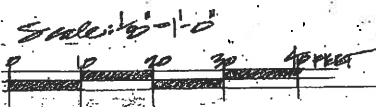


△ PENNSYLVANIA W/AS  
 & PENNSYLVANIA W/AS

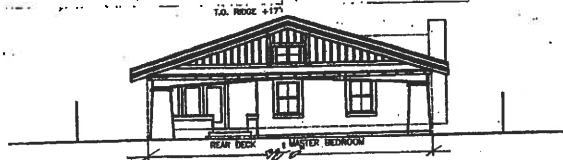
REVISED  
 RECEIVED  
 CONTRA COSTA COUNTY  
 FEB 16 2016  
 DPLG-3002  
 Dept of Conservation & Development



192 HIGH ST., PACHECO, CA  
 SOUTH - SIDE ELEVATION



192 HIGH ST., PACHECO, CA  
 NORTH - SIDE ELEVATION



192 HIGH ST., PACHECO, CA  
 REAR ELEVATION

NEW RESIDENCE EXTERIOR ELEVATIONS

REVISED 02/15/10  
 DWG No. 6

**WELCOME**

**ZONING**

**ADMINISTRATOR**

**APPEAL**

5/25/16

Dept of Conservation and Development

Jaclyn Isip

File #'s: DP16-3002 & CDSL15-00151

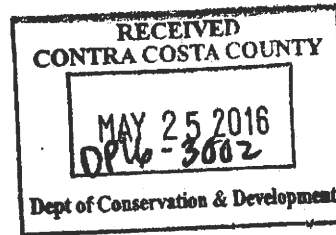
Please accept this as formal request to appeal the decision made by the Zoning Administrator, LaShan Cross, at a Public Hearing dated 5/16/16 regarding the above reference file #'s. The lot has majority of Open Space, residence that is planned is not proportional to the small lot nor to any existing residences on High Street with similar size lots. Adversely affect the property value of other existing properties on High Street especially directly adjacent. Easement's not addressed. This list is not inclusive.

Thank You

*Tami Welcome*

Tami Welcome

194 High Street Pacheco CA 94553



**COUNTY PLANNING  
COMMISSION  
APPROVED  
FINDINGS &  
CONDITION OF  
APPROVAL'S**



# Department of Conservation and Development

## Board of Appeals

Tuesday, July 12, 2016 – 7:00 .P.M.

### STAFF REPORT

Agenda Item # \_\_\_\_\_

---

<b>Project Title:</b>	Appeal of 192 High Street Design Review Development Plan and Tree Permit, Pacheco
<b>County File:</b>	#DP16-3002
<b>Appellant:</b>	Tami Welcome
<b>Applicant/Owner:</b>	Frank Sadighpour/Shahin Sharifi
<b>General Plan/Zoning:</b>	Open Space (OS) & Single-Family Residential-High Density (SH)/Single-Family Residential (R-10)
<b>Site Address/Location:</b>	192 High Street, Pacheco/APN: 125-281-010
<b>California Environmental Quality Act (CEQA) Status:</b>	The project is categorically exempt from CEQA review (Section 15303, Class 3).
<b>Project Planner:</b>	Jaclyn Isip, Project Planner (925) 674-7815
<b>Staff Recommendation:</b>	Deny the Appeal and Uphold the Zoning Administrator's Decision (See Section II for Full Recommendation)

---

### **I. PROJECT SUMMARY**

An appeal of the Zoning Administrator's decision to approve a Small Lot Design Review Development Plan to demolish an existing 989 square-foot single-family residence and to construct a new 2,220 square-foot, one-story, single-family residence with an attached 494 square-foot garage, a 139 square-foot covered front porch, and a 155 square-foot rear deck with a tree permit to remove one multi-stemmed pine tree.

## **II. RECOMMENDATION**

Staff recommends that the County Planning Commission DENY the appeal and UPHOLD the Zoning Administrator's decision to approve County File #DP16-3002, based on the attached findings and subject to the conditions of approval.

## **III. BACKGROUND**

A Small Lot Design Review application was submitted on December 2, 2015 to demolish approximately 500 square feet of the existing residence to allow for the construction of a single-story addition of approximately 1,885 square feet resulting in 2,402 square feet of livable space. The 10-day notification with a comment period ending on December 14, 2015, was mailed to properties within 300 feet of the subject property. A request for a public hearing was received by the Department of Conservation and Development.

On January 8, 2016, the applicant submitted a Development Plan application. The project was revised and now included demolishing the existing 989 square-foot single-family residence and constructing a new residence consisting of 2,220 square feet of livable space, a 494 square-foot two-car garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck.

The application was heard by the Zoning Administrator on May 16, 2016, where the Zoning Administrator received testimony from both the applicant Mr. Frank Sadighpour and the appellant Ms. Tami Welcome the property owner of 194 High Street. The Zoning Administrator closed the hearing and approved the project as recommended by staff and clarified that Condition of Approval #7 is a Public Works condition. An appeal on the decision was filed on May 25, 2016, within the 10-day appeal period.

## **IV. GENERAL INFORMATION**

- A. General Plan: The subject property is located within the Open Space (OS) and Single-Family Residential-High Density (SH) General Plan Land Use designation. Approximately seventy percent of the project is designated as OS and thirty percent designated as SH. One single-family residence on an existing legal lot is consistent with the OS designation. The SH designation allows for a range of 5.0 to 7.2 single-family units per net acre. Primary land uses which are permitted within the SH designation include detached single-family homes and accessory

structures.

- B. Zoning: The subject property is zoned Single-Family Residential District, R-10. There is a minimum lot size of 10,000 square feet, a lot depth of 90 feet, and an average width of 80 feet that is required. Uses allowed in this district include a detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- C. CEQA: The proposed project is categorically exempt pursuant to Government Code Section 15303, Class 3, consisting of new construction or conversion of small structures.
- D. Lot Creation: The subject property is a 0.23-acre parcel addressed 192 High Street in Pacheco and was created in January of 1959 under approval of #58-597, descriptive parcel being a portion of Rancho Las Juntas fronting 60 feet of High Street, approximately 150 feet north of 5<sup>th</sup> Avenue South.
- E. Previous Applications:
  - 1. #SL15-0151: On December 2, 2015, a Small Lot Design Review application was submitted to demolish approximately 500 square feet of the existing residence to allow for the construction of a single-story addition of approximately 1,885 square feet to a single-family residence. The notices were mailed and resulted in a request for a public hearing. On January 8, 2016, the applicant decided to move forward with the project and submitted the current Development Plan application.
  - 2. #58-579: On February 2, 1959, a variance permit was approved to divide one lot into 2 lots each having less than 60-foot average widths (Parcels 125-281-009 & 125-281-010).

## V. PROJECT DESCRIPTION

This is an appeal of the Zoning Administrator's decision to approve a Small Lot Design Review Development Plan to demolish the existing 989 square-foot single-family residence and construct a new, four bedroom, three bath, one-story, single-family residence. The new residence will measure 17 feet tall and will include 2,220 square feet of livable space, a 494 square-foot two-car garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. There is

an existing 576 square-foot garage and a 126 square-foot shed in the rear of the property that will remain. The existing garage will be used as a workshop and will remain unconditioned. This project also includes the removal of one multi-stemmed pine tree (16", 16" and 24" in diameter) located where the residence is proposed. Approximately eighty percent of the tree has been cut down leaving only the stump. The previous owner cut the tree down to satisfy safety concerns from the neighboring property south of the subject property. The tree stump remains on the property and the applicant proposes to remove the stump. The new residence will be in proximity of an oak tree on the neighbor's property to the north that it is not code-protected.

## VI. APPEAL POINTS

An appeal from Ms. Tami Welcome of 194 High Street (property owner located directly south of the subject property) was received on May 25, 2016. Below is a summary of Ms. Welcome's appeal points and staff's response.

A. Appeal Point #1: The subject parcel is primarily open space.

*Staff's Response:* The subject property has a split General Plan Land Use Designation with approximately seventy percent Open Space (OS) and thirty percent Single-Family Residential-High Density (SH). One single-family residence on an existing legal lot is consistent with the OS designation. The SH designation allows for a range of 5.0 to 7.2 single-family units per net acre. Primary land uses which are permitted within the SH designation included detached single-family homes and accessory structures. Because the subject parcel was created under County File #MD58-597, one single-family residence is consistent with the OS and SH Land Use Designation; therefore, the proposed new single-family residence is consistent with the General Plan.

B. Appeal Point #2: The proposed residence is not proportional to the small lot or to the neighborhood.

*Staff's Response:* The subject property measures 10,200 square feet and the proposed residence will have 2,220 square feet of living area with a 474 square-foot garage, 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. Staff conducted a study with data from the County Assessor's Records. Once the new residence is constructed, the total livable area of the residence will cover approximately 21.8% of the parcel. After further



*analysis within the neighborhood, many other properties have residences with the total livable area of the residence exceeding 20% of lot coverage. The residence will measure 25 feet away from the front property line, 11 feet from both side property lines, and approximately 64 feet away from the rear property line, meeting the required setback, side and rear yard requirements for the R-10 zoning district. Therefore, the new single-family residence will be consistent with the overall development of the surrounding neighborhood.*

- C. Appeal Point #3: The new residence will adversely affect the property value of other existing properties on High Street especially directly adjacent.

*Staff's Response: Single-family residences are a permitted uses within the R-10 zoning district and are consistent with properties in the area that have made improvements such as construction of new single-family residences and additions. The purpose of a small lot design review is to ensure compatibility and minimize impact with the surrounding neighborhood based on location, size, height, and design, not on individual property values. Furthermore, residential improvements typically increase property values, which positively affect neighborhoods in general.*

- D. Appeal Point #4: The 1-foot easement has not been addressed.

*Staff's Response: During the Zoning Administrator's meeting on May 16, 2016, Ms. Welcome's testimony included information regarding a 1-foot easement on the southern property line of the subject property. Ms. Welcome stated that a portion of her driveway is located in that 1-foot easement. Staff has not found or received any record verifying that a 1-foot easement exists.*

## **VII. CONCLUSION**

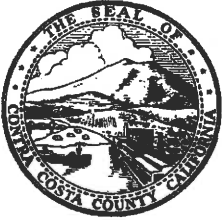
Staff finds that the proposed development is consistent with the Single-Family Residential R-10 Zoning District and uses permitted within the OS and SH General Plan Land Use designation. Therefore, staff recommends the County Planning Commission deny the appeal and uphold the Zoning Administrator's decision to approve County File #DP16-3002, based on the attached findings and subject to the conditions of approval.



**ZONING**

**ADMINISTRATOR**

**STAFF REPORT**



# Department of Conservation and Development

## County Zoning Administrator

Monday, May 16, 2016 – 1:30 .P.M.

### STAFF REPORT

Agenda Item # \_\_\_\_\_

---

<b>Project Title:</b>	Design Review to Demolish an Existing Single-Family Residence and to Construct a New Single-Family Residence with a Tree Permit to Remove One Multi-Stemmed Pine Tree.
<b>County File:</b>	#DP16-3002
<b>Applicant/Owner:</b>	Frank Sadighpour/Shahin Sharifi (Applicant/Owner)
<b>General Plan/Zoning:</b>	Open Space (OS) & Single-Family Residential-High Density (SH)/Single-Family Residential (R-10)
<b>Site Address/Location:</b>	192 High Street, Pacheco/APN: 125-281-010
<b>California Environmental Quality Act (CEQA) Status:</b>	The project is categorically exempt from CEQA review (Section 15303, Class 3).
<b>Project Planner:</b>	Jaclyn Isip, Project Planner (925) 674-7815
<b>Staff Recommendation:</b>	Approve (See Section II for Full Recommendation)

---

#### **I. PROJECT SUMMARY**

This is a request for approval of Small Lot Design Review Development Plan to demolish an existing 989 square-foot single-family residence and to construct a new 2,220 square-foot one-story single-family residence with a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. This application includes a tree permit to remove one multi-stemmed pine tree.

#### **II. RECOMMENDATION**

Staff recommends approval of County File #DP16-3002, subject to the attached conditions of approval.

### III. GENERAL INFORMATION

- A. General Plan: The subject property is located within the Open Space (OS) and Single-Family Residential-High Density (SH) General Plan Land Use designation. Approximately seventy percent of the project is designated as OS and thirty percent designated as SH. One single-family residence on an existing legal lot is consistent with the OS designation. The SH designation allows for a range of 5.0 to 7.2 single-family units per net acre. Primary land uses which are permitted within the SH designation include detached single-family homes and accessory structures.
- B. Zoning: The subject property is zoned Single-Family Residential District, R-10. There is a minimum lot size of 10,000 square feet, a lot depth of 90 feet, and an average width of 80 feet that is required. Uses allowed in this district include a detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it.
- C. CEQA: The proposed project is categorically exempt pursuant to Government Code Section 15303, Class 3, consisting of new construction or conversion of small structures.
- D. Lot Creation: The subject property is a 0.23-acre parcel addressed 192 High Street in Pacheco and was created in January of 1959 under approval of #58-597, descriptive parcel being a portion of Rancho Las Juntas fronting 60 feet of High Street, approximately 150 feet north of 5<sup>th</sup> Avenue South.
- E. Previous Applications:
1. #SL15-0151: On December 2, 2015, a Small Lot Design Review application was submitted to demolish approximately 500 square feet of the existing residence to allow for the construction of a single-story addition of approximately 1,885 square feet to a single-family residence. The notices were mailed and resulted in a request for a public hearing. On January 8, 2016, the applicant decided to move forward with the project and submitted the current Development Plan application.
  2. #58-579: On February 2, 1959, a variance permit was approved to divide one lot into 2 lots each having less than 60-foot average widths (Parcels 125-281-009 & 125-281-010).

**IV. SITE/AREA DESCRIPTION**

The subject property is a developed rectangular shaped 0.23-acre parcel that is relatively flat in topography. The property consists of an existing 989 square-foot single-family residence, a 576 square-foot detached garage, and a 126 square-foot shed in the rear of the property. The existing residence was constructed in 1942 and the detached garage was constructed in 1959. There are two cedar trees located in the rear of the property that will not be affected by the project, a multi-stemmed pine tree stump located within the area of development, and one tree located on the adjacent neighbor's property that is by the proposed development.

The surrounding neighborhood is developed with one and two story single-family residences within the Single-Family Residential R-10 zoning district, with an Open Space (OS) and Single-Family Residential-High Density (SH) General Plan Land Use designation. Properties within this area consist of 6,000 – 14,450 square-foot lot sizes and 50 percent of the parcels are substandard in size. Residences within the neighborhood range in size measuring 954 – 2,114 square feet.

**V. PROJECT DESCRIPTION**

Originally, the Small Lot Design Review notice indicated a proposal to demolish approximately 500 square feet of the existing residence to allow for the construction of a single-story addition of approximately 1,885 square-feet. However, the Small Lot Design Review Development Plan submitted requests to demolish the existing 989 square-foot single-family residence to construct a new one-story single-family residence. The initial submittal on January 8, 2016, proposed 2,375 square feet of livable space, but on February 16, 2016, the applicant submitted a revised set of plans reflecting a reduction in area to the north and south sides of the residence. The proposal is to construct 2,220 square feet of livable space.

The new residence will measure 17 feet tall and will include 2,220 square feet of livable space, a 494 square-foot two-car garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. There is an existing 576 square-foot garage and a 126 square-foot shed in the rear of the property that will remain. The existing garage will be used as a workshop and will remain unconditioned. This project also includes the removal of one multi-stemmed pine tree (16", 16" and 24" in diameter) located where the residence is proposed.

Approximately eighty percent of the tree has been cut down by the previous owner due to concerns related to safety to the neighboring property south of the subject property. The stump remains on the property and the applicant proposes to remove the stump. The new residence will be in proximity of an oak tree on the neighbor's property to the north that it is not code-protected.

## **VI. AGENCY COMMENTS**

- A. Building Inspection Division: In a letter dated February 4, 2016, the Division has reviewed the proposed project and responded with no objections. The comments received indicated that the design of the structure shall meet current codes and a detailed plan check will be done when applying for a building permit.
- B. Contra Costa Environmental Health Division (CCEHD): In a letter dated January 26, 2016, the Division has reviewed the proposed project and responded with no objections. The comments received indicated that a permit from the CCEHD is required for any well or soil boring prior to commencement of drilling, and any abandoned wells and septic tanks must be destroyed under a permit from CCEHD, and comply with the requirements of the division.
- C. Public Works Department, Engineering Services: In a letter dated January 26, 2016, the Department has reviewed the proposed project and responded with no objections. The comments received indicated that the ultimate right of way at High Street is 60 feet (existing 50 feet). Additional right of way will be necessary for future improvements. No permanent structure shall be constructed within the 60-foot right of way.

Staff Response: Staff has included as a condition of approval (COA) #7 to ensure no permanent structures will be constructed within the right-of-way.

- D. Contra Costa Fire Protection District: In a letter dated February 9, 2016, the District has reviewed the proposed project and requires the following:
- Prior to obtaining a building permit, the applicant shall submit two (2) sets of site improvement plans for review.
  - The home as proposed shall be protected with an approved automatic sprinkler system complying with the California Residential Code.
  - If there is an existing water service for this property, the

owner/contractor is responsible for contacting the water department to determine if the existing meter is adequate for a dual service application.

- E. Central Contra Costa Sanitary District (CCCSD): In a letter dated January 19, 2016, the District has reviewed the proposed project and responded with no objections. The comments received indicated that the proposed residential demolition and construction of a new residence would not be expected to produce an unmanageable added capacity demand on the wastewater system, nor interfere with existing facilities. The applicant must submit full-size building plans for CCCSD to review and pay all appropriate fees, possibly including for the capping and abandoning or reusing the existing sewer lateral.
- F. Contra Costa Water District: In a letter dated March 2, 2016, the District responded with the following: The District will provide treatable (potable) water services to the subject property and will include the following components:
- Existing water service infrastructure will need to be evaluated and any modifications will need to be designed and constructed at the Developer's/ Owner's expense.
  - Relocation and/ or abandonment of District facilities may be required which will require a quitclaim of the existing easements. Easements for proposed facilities may also be required.
  - Water service will likely require backflow prevention devices, which could reduce water pressure. Proper planning is necessary to ensure backflow prevention devices area located appropriately.
  - The California Residential Code requires installation of an approved automatic fire sprinkler system in all new residential structures that are submitted to Building Inspection after December 31, 2010. Appropriate backflow prevention is required for all services where sprinkler systems are installed.
- G. Pacheco Municipal Advisory Council (MAC): In a letter dated February 11, 2016, the MAC met and reviewed the proposed project and responded with no objections.
- H. City of Pleasant Hill: No comments were received from the City of Pleasant Hill.



## **VII. RESPONSE TO PUBLIC COMMENTS**

A Small Lot Design Review notice was sent out on December 4, 2015. A letter was received on December 11, 2015 by the Community Development Division requesting a public hearing. The following is a summary of the comments received on December 11, 2015.

- A. Tami Welcome of 194 High Street in Pacheco: Ms. Welcome requested a public hearing with no comments.
- B. Staff Providing Response: Staff contacted Ms. Welcome who did not provide reasons for requesting a public hearing. The applicant submitted a revised set of plans on February 16, 2016, reflecting a reduction of livable space along the north and south sides of the residence. The initial proposal was to allow 2,375 square feet of living area and the revision reduced the living area to 2,220 square feet. Staff notified Ms. Welcome on the changes. A letter dated March 6, 2016, was received from Ms. Welcome stating that she understands the overall size of the proposed residence has been reduced and still wishes to move forward with a public hearing.

## **VIII. STAFF ANALYSIS**

- A. General Plan: The subject property has a General Plan Land Use designation of Open Space (OS) and Single-Family Residential-High Density (SH). Under these designations, a single-family residence and accessory structures are permitted. The project involves demolishing an existing residence and constructing a new single-family residence on an existing legal lot, therefore; the project is consistent with the SH and OS policies.
- B. Zoning: The R-10 Zoning District allows for a single-family residential use and ancillary buildings and structures associated with the development. The subject property is substandard in size and any development requires a Small Lot Design Review to determine compatibility with the surrounding neighborhood. The project is located outside of the required setbacks for the property, measuring 25 feet from the front property line, 11 feet from both side property lines, and 64 feet away from the rear property line. The proposed 494 square-foot two-car garage will satisfy the off-street parking requirement for the R-10 zoning district.

- C. Trees: The property has two cedar trees in the rear of the property that will not be located in the vicinity of the construction. There is an existing multi-stemmed pine tree stump (16", 16", and 24" in diameter) that is located within an Open Space General Plan Designation. Section 816-6.6004 states, "*Any tree measuring twenty inches or larger in circumference (approximately six and one-half inches diameter) located within any area designated on the general plan for recreational purposes or open space is a protected tree.*" The applicant proposes to remove the tree stump for reasonable development; therefore, a tree permit is required.
- D. Appropriateness of Use: The project is consistent with the General Plan and Zoning District with regards to land use. The overall project is consistent and appropriate for the site and will have minimal impact on the surrounding neighbors. The new residence will meet all required setbacks required in the R-10 zoning district and will be 17 feet tall remaining well under that 35-foot maximum height. A tree permit will cover the removal of the code-protected multi-stemmed pine tree stump.

## IX. CONCLUSION

Staff finds that the proposed development is consistent with the Single-Family Residential R-10 Zoning District and land use permitted within the OS and SH General Plan Land Use designation. Therefore, staff recommends the Zoning Administrator approve County File #DP16-3002, subject to the attached conditions of approval.

### Attachments:

- Findings and Conditions of Approval
- Maps
- Letters from Neighbor
- Agency Comments
- Reduced Plans
- Photographs

G:\Current Planning\curr-plan\Staff Reports\Development Plans (DP)\DP16-3002\DP16-3002\_SR.docx





# **AGENCY COMMENTS**



*See  
1/13/16  
8*



## AGENCY COMMENT REQUEST

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

<p style="text-align: center;"><b>DISTRIBUTION</b></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><input checked="" type="checkbox"/> Engineering Services (Full-size)      ___ Traffic</p> <p>___ Flood Control (Full-size)      ___ Special Districts</p> <p><u>Local</u>      fire@cccfd.org</p> <p><input checked="" type="checkbox"/> Fire District <u>CONSOLIDATED</u></p> <p><input checked="" type="checkbox"/> Sanitary District <u>CENTRAL SAN</u></p> <p><input checked="" type="checkbox"/> Water District <u>CONTRA COSTA</u></p> <p><input checked="" type="checkbox"/> City of <u>PLEASANT HILL</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"/> MAC/TAC <u>PACHECO</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>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><i>Please submit your comments to:</i></p> <p>Project Planner <u>Jaclyn Isip</u></p> <p>Phone # <u>925 674-7815</u></p> <p>E-mail <u>Jaclyn.Isip @dcd.cccounty.us</u></p> <p>County File # <u>DP16-3002</u></p> <p>Prior to <u>February 7, 2016</u></p> <p style="text-align: center;">*****</p> <p>We have found the following special programs apply to this application:</p> <p>___ Active Fault Zone (Alquist-Priolo)</p> <p>___ Flood Hazard Area, Panel # _____</p> <p>___ 60-dBA Noise Control</p> <p>___ CA EPA Hazardous Waste Site</p> <p style="text-align: center;">*****</p> <p><b>AGENCIES:</b> 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 ___ Below ___ Attached</p> <p>_____</p> <p><u>1. COMPLIANCE WITH</u></p> <p><u>CURRENT BUILDING CODES</u></p> <p><u>IS REQUIRED FOR NEW</u></p> <p><u>CONSTRUCTION.</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Print Name <u>ABED CHOWDHURY</u></p> <p><u>Abed Chowdhury</u>      <u>2-4-16</u></p> <p>Signature      DATE</p> <p>Agency phone # <u>925-674-7740</u></p>
--	--



WILLIAM B. 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

FEB - 1 P 4: 09

DEPARTMENT OF CONSERVATION  
AND DEVELOPMENT

January 26, 2016

Jaelyn Isip  
Department of Conservation and Development  
Community Development Division  
30 Muir Road  
Martinez, CA 94553-4601

RE: DP16-3002 (Proposed single-family residence)  
192 High St., Pacheco  
APN 125-281-010

Dear Ms. Isip:

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.1

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

JGD:tf







RECEIVED

JAN 19 2016

*Jan 11/3/16*  
 8



AGENCY COMMENT REQUEST

City of  
 Engineering Services

Date \_\_\_\_\_

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

DISTRIBUTION

Internal

- Building Inspection
- Advance Planning
- Trans. Planning
- ALUC Staff
- APC Floodplain Tech
- Grading Inspection
- Housing Programs
- Telecom Planner
- HCP/NCCP Staff
- County Geologist

Health Services Department

- Environmental Health
- Hazardous Materials

Public Works Department

- Engineering Services (Full-size)
- Flood Control (Full-size)
- Traffic
- Special Districts

Local fire@cccfd.org

- Fire District CONSOLIDATED
- Sanitary District CENTRAL SAN
- Water District CONTRA COSTA
- City of PLEASANT HILL

School District(s) \_\_\_\_\_

LAFCO \_\_\_\_\_

Reclamation District # \_\_\_\_\_

East Bay Regional Park District \_\_\_\_\_

Diablo/Discovery Bay/Crockett CSD \_\_\_\_\_

MAC/TAC PACHECO

Improvement/Community Association \_\_\_\_\_

Others/Non-local

CHRIS - Sonoma State \_\_\_\_\_

CA Fish and Wildlife, Region 3 - Bay Delta \_\_\_\_\_

Additional Recipients

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

Please submit your comments to:

Project Planner Jaclyn Isip  
 Phone # 925 674-7815  
 E-mail Jaclyn.Isip@dcd.cccounty.us  
 County File # DP16-3002

Prior to February 7, 2016

\*\*\*\*\*

We have found the following special programs apply to this application:

- Active Fault Zone (Alquist-Priolo)
- Flood Hazard Area, Panel # \_\_\_\_\_
- 60-dBA Noise Control
- CA EPA Hazardous Waste Site

\*\*\*\*\*

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.

Comments:  None  Below  Attached

Ultimate right of way of High St. is 60 feet (existing is 50 feet); additional right of way will be necessary for future improvements. No permanent structure shall be constructed w/in this area (w/in ultimate 60' right of way).

Print Name Jaclyn La Poogue

Signature [Signature] DATE 1/26/16

Agency phone # (925) 313-2315



Contra Costa County



Fire Protection District  
CONTRA COSTA COUNTY

FEB 12 P 2:44

February 9, 2016

STATEMENT OF CONSERVATION

Ms. Jaclyn Isip  
Contra Costa County  
Community Development Division  
30 Muir Road  
Martinez, CA 94552

**Subject:** DP16-3002; Sharifi Residence  
192 High Street, Pacheco  
CCCFPD Project No.: P-2016-00237

Dear Ms. Isip:

We have reviewed the development plan application to demolish an existing home and construct a new 3,077 square foot single-family residence at the subject location. The following is required in accordance with the 2013 California Fire Code (CFC), the 2013 California Residential Code (CRC), County Ordinances and adopted standards:

1. The home as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit three (3) sets of plans to this office for review and approval prior to installation. (R313.3) CRC
2. The owner/contractor is responsible for contacting the water district to determine if the existing domestic service (meter) is adequate for a dual service application.

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Leach", written over a horizontal line.

Ted Leach  
Fire Inspector

c: Frank Sadighpour  
167 Ironwood Drive  
Pacheco, CA 94553

Shahin Sharifi  
17640 Chateau Court  
Castro Valley, CA 94552

File:P-2016-00237.ltr



## Jaclyn Isip

---

**From:** Russ Leavitt <RLeavitt@centralsan.org>  
**Sent:** Tuesday, January 19, 2016 5:57 PM  
**To:** Jaclyn Isip  
**Subject:** DP 16-3002; residential demolition/addition, 192 High Street, Pacheco  
**Attachments:** RUSSELL B LEAVITT.vcf

The property already receives Central Contra Costa Sanitary District (CCCSD) sanitary sewer service and the proposed residential demolition and addition would not be expected to produce an unmanageable added capacity demand on the wastewater system, nor interfere with existing facilities. The applicant must submit full-size building plans for CCCSD to review and pay all appropriate fees, possibly including for the capping and abandoning or reusing the existing sewer lateral. For more information, the applicant should contact the CCCSD Permit Section at (925) 229-7371. Thanks!

### **RUSSELL B. LEAVITT**

Engineering Assistant III

v: (925) 229-7255 f: (925) 228-4624

RLEAVITT@centralsan.org







CONTRA COSTA  
COUNTY

2016 MAR -8 A 10:21

**Board of Directors**  
Joseph L. Campbell  
*President*

Lisa M. Borba  
*Vice President*

Bette Boatman

John A. Burgh

Connstance Holdaway

**General Manager**  
Jerry Brown

March 2, 2016

DEPARTMENT OF  
CONSERVATION  
AND DEVELOPMENT  
COMMUNITY DEVELOPMENT DIVISION  
*Sent via Hard Copy & Email: Jaclyn.isip@dcd.cccounty.us*

Jaclyn Isip  
Contra Costa County  
Department of Conservation and Development  
Community Development Division  
30 Muir Road  
Martinez, CA 94553

**Subject: Comment Letter Regarding the 192 High Street Project  
(File No. DP16-3002)**

Dear Ms. Isip:

The Contra Costa Water District (CCWD/District) is in receipt of the County's request for comments related to the 192 High Street Project. Our understanding of the Proposed Project is that it includes a request for a development plan review for the construction/ addition on a single-family residence, (APN# 125-281-010). CCWD provides retail water service to this location.

The District will provide treated (potable) water services to the 192 High Street Project (per CCWD Code of Regulations Section 5) which includes the following components:

- If fire service is required, Applicant will need to upgrade to 1-inch service line and meter with backflow prevention.
- The hydrostatic pressure at the lowest finished floor is less than 40 pounds-per-square-inch (PSI). A Modified Pressure Service Agreement (MPSA) will be required to provide pressure to this location within District standard range of 40 – 70 PSI. A MPSA will require approval from the District's Board of Directors, as well as a private booster pump.

CCWD Comments:

- 1) Existing water service infrastructure will need to be evaluated and any modifications will need to be designed and constructed at the Developer's/ Owner's expense.
- 2) Relocation and/ or abandonment of District facilities may be required which will require a quitclaim of the existing easements. Easements for proposed facilities may also be required.

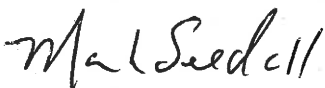




- 3) Water service will likely require backflow prevention devices, which could reduce water pressure. Proper planning is necessary to ensure backflow prevention devices are located appropriately.
- 4) The California Residential Code requires installation of an approved automatic fire sprinkler system in all new residential structures that are submitted to the Building Department after December 31, 2010. Appropriate backflow prevention is required for all services where sprinkler systems are installed.
- 5) Further information and answers to a number of frequently asked questions regarding water service and CCWD regulations can be found on the CCWD's web site at [www.ccwater.com](http://www.ccwater.com).
- 6) The District recommends Applicant submit an application for service or an application for a "Shotgun" estimate for this project, so that the District can provide a more detailed analysis and review.
- 7) The District has adopted a plan to address the ongoing drought conditions in California. Further information on the drought and its impacts on water allocation and new service connections can be found on the District's website at [www.ccwater.com](http://www.ccwater.com). It is recommended that all plans, particularly irrigation and landscape plans, be reviewed by the District to ensure consistency with the District's drought management plans. If the project or property is not within the District's Treated Water Service Area, please contact the municipality providing service to understand how you may be affected.

Should you require any further clarification on CCWD comments, please contact Richard Broad, Engineering Department at (925) 688-8013.

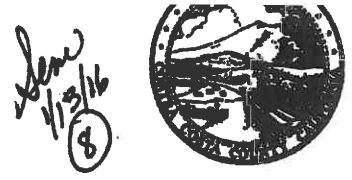
Sincerely,



Mark Seedall  
Principal Planner

MAS:mlc





## AGENCY COMMENT REQUEST

Date 2/11/16

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

DISTRIBUTION	
<u>Internal</u>	<i>Please submit your comments to:</i>
<input checked="" type="checkbox"/> Building Inspection      ___ Grading Inspection	Project Planner <u>Jaclyn Isip</u>
___ Advance Planning      ___ Housing Programs	Phone #: <u>925 674-7815</u>
___ Trans. Planning      ___ Telecom Planner	E-mail <u>Jaclyn.Isip @dcd.cccounty.us</u>
___ ALUC Staff      ___ HCP/NCCP Staff	County File # <u>DP16-3002</u>
___ APC Floodplain Tech      ___ County Geologist	Prior to <u>February 7, 2016</u>
<u>Health Services Department</u>	*****
<input checked="" type="checkbox"/> Environmental Health      ___ Hazardous Materials	We have found the following special programs apply to this application:
<u>Public Works Department</u>	___ Active Fault Zone (Alquist-Priolo)
<input checked="" type="checkbox"/> Engineering Services (Full-size)      ___ Traffic	___ Flood Hazard Area, Panel # _____
___ Flood Control (Full-size)      ___ Special Districts	___ 60-dBA Noise Control
<u>Local</u> fire@cccfd.org	___ CA EPA Hazardous Waste Site
<input checked="" type="checkbox"/> Fire District <u>CONSOLIDATED</u>	*****
<input checked="" type="checkbox"/> Sanitary District <u>CENTRAL SAN</u>	<b>AGENCIES:</b> 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.
<input checked="" type="checkbox"/> Water District <u>CONTRA COSTA</u>	Comments: <input checked="" type="checkbox"/> None    ___ Below    ___ Attached
<input checked="" type="checkbox"/> City of <u>PLEASANT HILL</u>	<u>NO COMMENT AFTER DISCUSSION @ REGULAR P-MAC MTG 2/10/16</u>
___ School District(s) _____	_____ _____ _____ _____ _____
___ LAFCO _____	_____
___ Reclamation District # _____	_____
___ East Bay Regional Park District _____	_____
___ Diablo/Discovery Bay/Crockett CSD _____	_____
<input checked="" type="checkbox"/> MAC/TAC <u>PACHECO</u>	_____
___ Improvement/Community Association _____	_____
<u>Others/Non-local</u>	_____
___ CHRIS – Sonoma State _____	_____
___ CA Fish and Wildlife, Region 3 – Bay Delta _____	_____
<u>Additional Recipients</u>	_____
_____ _____ _____ _____ _____	Print Name <u>O. FONTANA-CHAIR</u>
_____	<u>[Signature]</u> <u>2/11/16</u>
_____	Signature _____      DATE _____
_____	Agency phone # <u>925 250 5995</u>



**COUNTY  
NOTICING FOR  
ZONING  
ADMINISTRATOR  
AND COUNTY  
PLANNING  
COMMISSION  
PUBLIC HEARINGS**



CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT

STATE OF CALIFORNIA

In the Matter of the Application of:

APPLICANT: FRANK SADIGHPOUR

OWNER: SHAHIN SHARIFI

COUNTY FILE # DP16-3002

STATE OF CALIFORNIA )

ss,

COUNTY OF CONTRA COSTA )

---

I, Octavius Blocker, of said County and State declare:

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

That on May 3, 2016, 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 May 3, 2015.



Octavius Blocker  
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

**Kara Douglas**  
Assistant Deputy Director

**Victoria Mejia**  
Business Operations Manager

May 3, 2016

Frank Sadighpour  
167 Ironwood Ct.  
Pacheco, CA 94553

Dear Mr. Sadighpour,

On January 8, 2016 you filed an application for a Design Review/Development Plan permit. A public hearing before the County Zoning Administrator, at which time your application will be considered, will take place on Monday, May 16, 2016 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) 674-7815 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: **Jaclyn Isip**  
Project Planner

JK/ob

cc: File # DP16-3002  
Owner: Shanhin Sharifi 17640 Chateau Ct. Castro Valley, CA 94552



---

# NOTICE OF A PUBLIC HEARING

You are hereby notified that on MONDAY, MAY 16, 2016, at 1:30 p.m. at 30 Muir Road, Martinez, California, the County Zoning Administrator will consider a DEVELOPMENT PLAN application as described below:

FRANK SADIGHPOUR (Applicant) - SHAHIN SHARIFI (Owner), County File DP16-3002: The applicant is requesting approval of Small Lot Design Review Development Plan to demolish an existing 989 square-foot single-family residence and to construct a new 2,220 square-foot one-story single-family residence with a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck. This application includes a tree permit to remove one multi-stemmed pine tree (16 – 24 inches in diameter). The subject property is located at 192 High Street in the Pacheco area. (Zoning: R-10, Single-Family Residential) (Parcel Number: 125-281-010).

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 Jaclyn Isip at 925-674-7815.

John Kopchik, Director  
Department of Conservation and Development



CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT

STATE OF CALIFORNIA

In the Matter of the Application of:

APPLICANT: FRANK SADIGHPOUR

OWNER: SHAHIN SHARIFI

COUNTY FILE # DP16-3002

STATE OF CALIFORNIA )

ss,

COUNTY OF CONTRA COSTA )

---

I, Octavius Blocker, of said County and State declare:

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

That on June 30, 2016, 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 June 30, 2015.

Octavius Blocker  
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

**Kara Douglas**  
Assistant Deputy Director

**Victoria Mejia**  
Business Operations Manager

June 30, 2016

Sharifi Shanhin  
17640 Chateau Ct  
Castro Valley, CA 94552-1749

Dear Mr. Shanhin

On January 8, 2016 you filed an application for a Design Review/Development Plan permit. A public hearing before the County Planning Commission, at which time your application will be considered, will take place on Tuesday, July 12, 2016 at 7:00 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.

If you have any questions concerning the forthcoming hearing, please contact your project planner, Jaclyn Isip at 925-674-7815.

Sincerely yours,

**JOHN KOPCHIK**  
Director  
Dept. of Conservation and Development

By: **Jaclyn Isip**  
Project Planner

JK/ob

cc: File # DP16-3002  
Owner: Frank Sadighpour 167 Ironwood Ct. Pacheco, CA 94553





---

# NOTICE OF A PUBLIC HEARING

You are hereby notified that on TUESDAY, JULY 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 below:

TAMI WELCOME (Appellant) - FRANK SADIGHPOUR (Applicant) - SHAHIN SHARIFI (Owner), County File DP16-3002: An appeal of the Zoning Administrator's decision to approve a Small Lot Design Review Development Plan application for the construction of a new 2,200 square-foot, one-story, single-family residence with a 494 square-foot garage, a 139 square-foot front yard covered porch, and a 155 square-foot rear yard covered deck with a tree permit to remove one multi-stemmed pine tree (16 – 24 inches in diameter). The subject property is located at 192 High Street in the Pacheco area. (Zoning: R-10, Single-Family Residential) (Parcel Number: 125-281-010).

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 Jaclyn Isip at 925-674-7815.

John Kopchik, Director  
Department of Conservation and Development

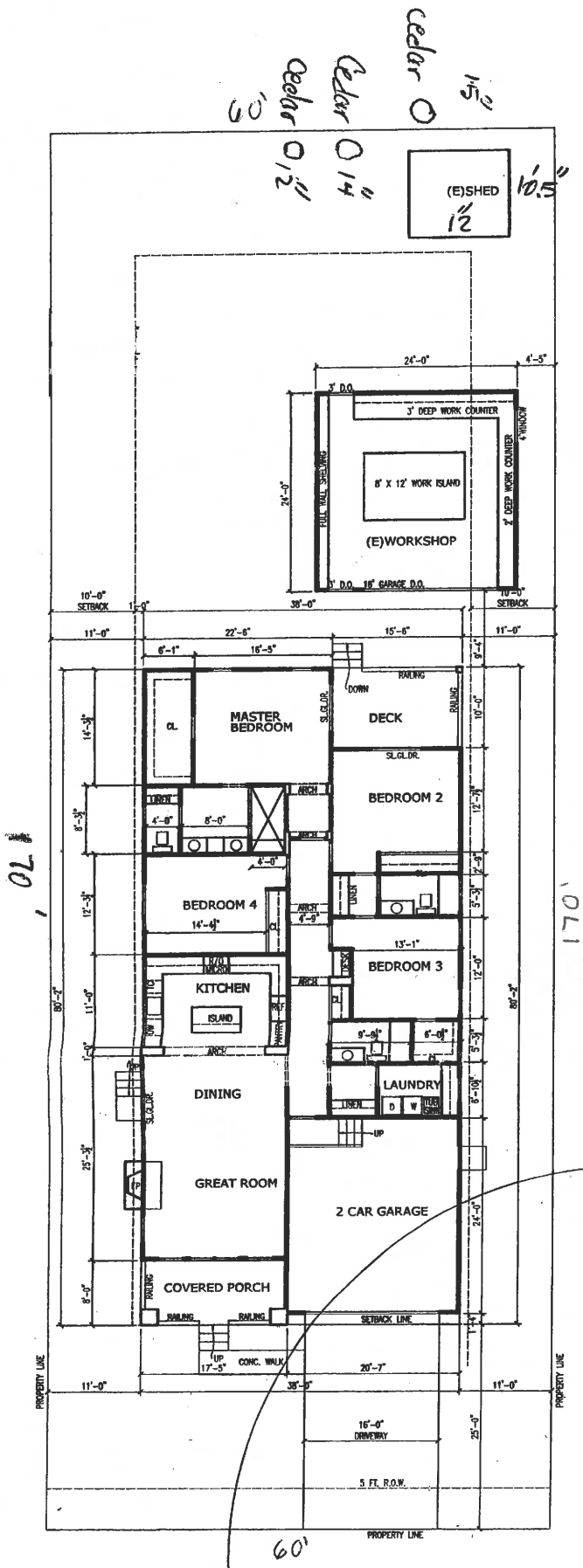


# **REDUCED PLANS**

DP16-3002

REVISED

RECEIVED  
CONTRA COSTA COUNTY  
FEB 16 2018  
DP16-3002  
Dept of Conservation & Development



**SITE AREA COMPUTATIONS:**

LOT AREA = 10,200 SF (100%)

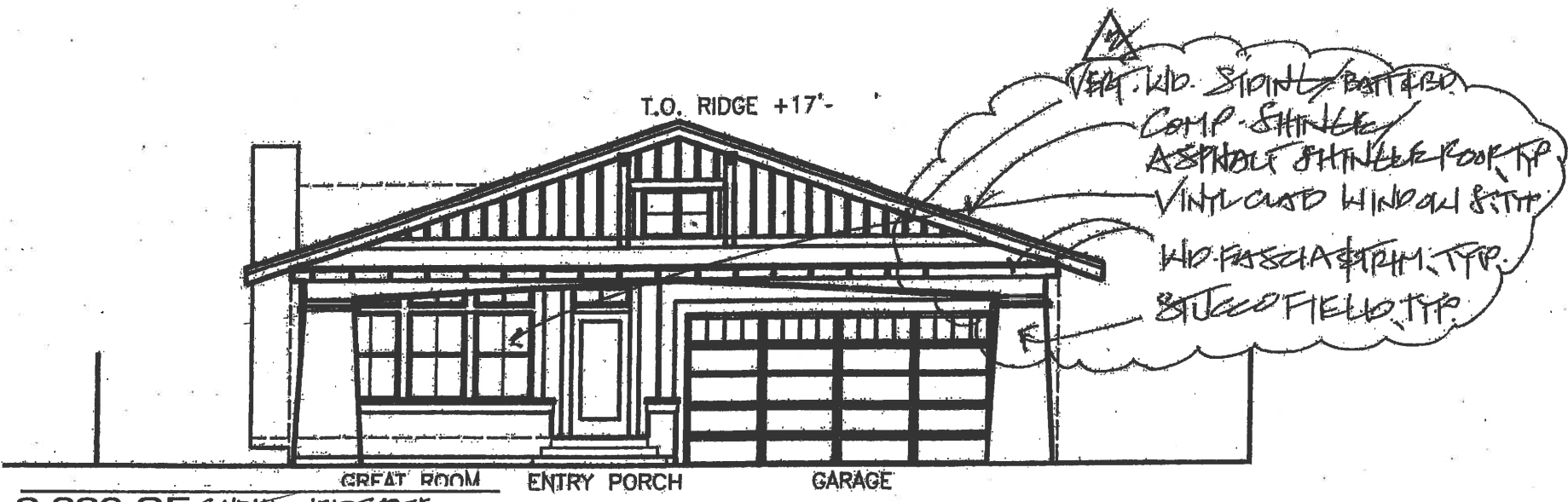
Building Footprint = 3,046 sf (NEW) + 702 sf (EXISTING) = 3,748 sf (37%)

Pervious HARDSCAPE and LANDSCAPE (softscape) area = 6,452 sf (63%)

SITE PLAN / PROPOSED Floor Plan

**1ST FLOOR PLAN** Scale: 1/8" = 1'-0"  
**2,220 SF (Conditioned Space)**  
 192 HIGH ST., PACHECO, CA

RECEIVED  
 CONTRA COSTA COUNTY  
 REVIEWED  
 FEB 16 2016  
 DP16-3002  
 Dept of Conservation & Development



2,220 SF CONDITIONED SPACE  
 NOTE: 494 SF GARAGE  
 + 332 SF COVERED PORCHES  
 + 2,220 SF NEW RESIDENCE  
 FOOTPRINT: 3,046 SF

VERT. KD. SIDING/BATTARD  
 COMP. SHINGLE  
 ASPHALT SHINGLE ROOF TP  
 VINYL CLAD WINDOW & STP  
 HD FASCIA & TRIM, TYP.  
 STUCCO FIELD, TYP.

"GRAPHIC ONLY" - NO SCALE

REVISED 02/19/2016

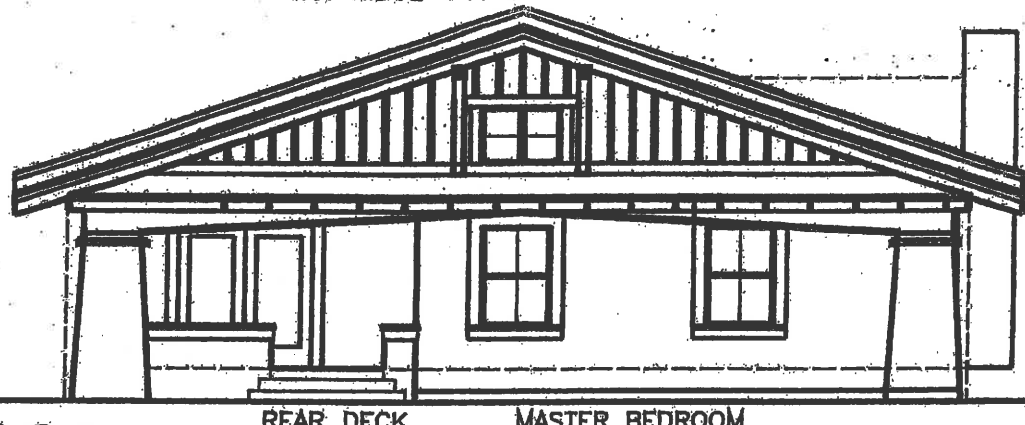
PUBLIC HEARING SUBMITTAL UPDATES, JANUARY 6, 2016

Received  
 CONTRA COSTA  
 2016 FEB 16 AM 8:13  
 APPLICATION & PERMIT CENTER  
 DP16-3002

MARENTE VEEENSTRA & PALLADIO  
 FOUNDED 1999  
 P.O. BOX 202 MARTINEZ, CALIFORNIA 925.698.7722



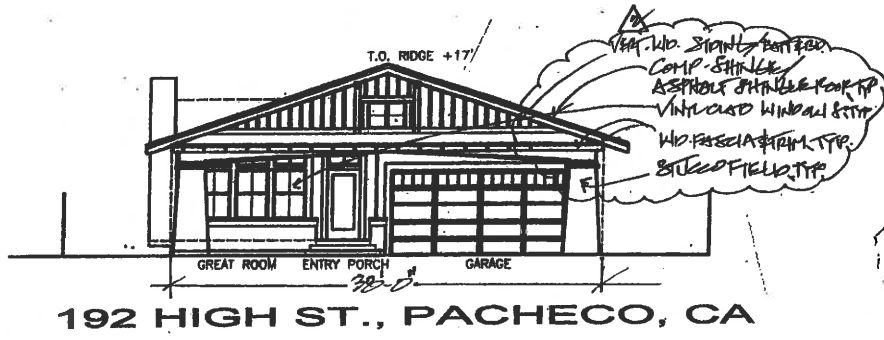
SITE AREA COMPUTATIONS:  
 LOT AREA = 10,200 SF (100%)  
 Building Footprint = 3,046 sf (NEW) + 702 sf (EXISTING) = 3,748 sf (37%)  
 Pervious HARDSCAPE and LANDSCAPE (softscape) area = 6,452 sf (63%)



DRAWING INDEX  
 192 HIGH ST., PACHECO, CA  
 REAR ELEVATION scale 1/8" = 1'-0"

- 1 - COVER SHEET - FRONT & REAR ELEVATION
- 2 - PLOT SITE PLAN - SITE LOCATION PLAN
- 3 - ~~ARCHITECTURAL ROOF PLAN~~ OMIT 02/15/2016 Pa
- 4 - ~~ARCHITECTURAL FLOOR PLAN~~ OMIT 02/15/2016 Pa
- 5 - ARCHITECTURAL SITE-ROOF PLAN
- 6 - NEW RESIDENCE EXT. ELEVATIONS
- 7 - SITE DEMO PLAN
- 8 - EXISTING STRUCTURES - ELEVATIONS.

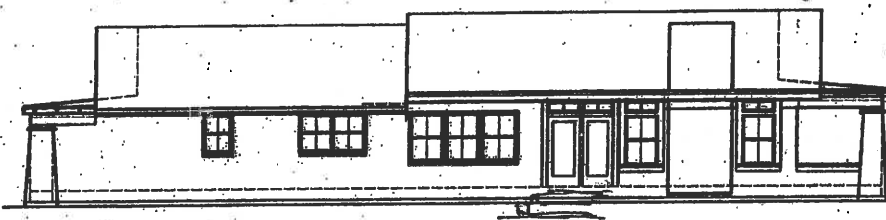
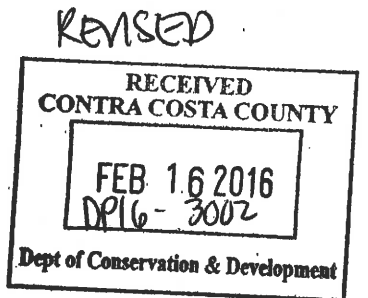
REVISED 02/19/2016  
 NOTE: NO SCALE  
 GRAPHIC ONLY  
 COVER SHEET - INDEX  
 PLAN NO. 1



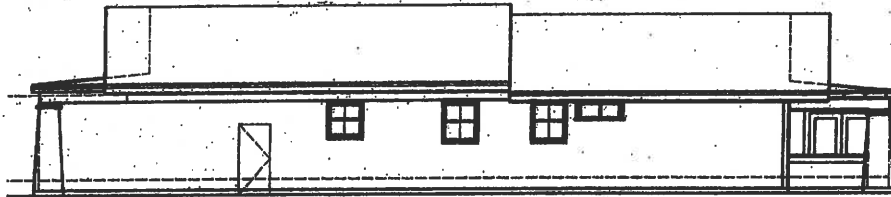
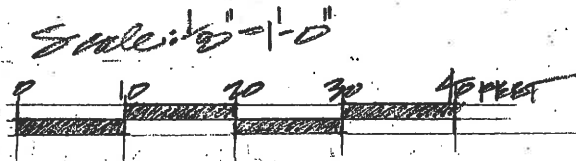
192 HIGH ST., PACHECO, CA



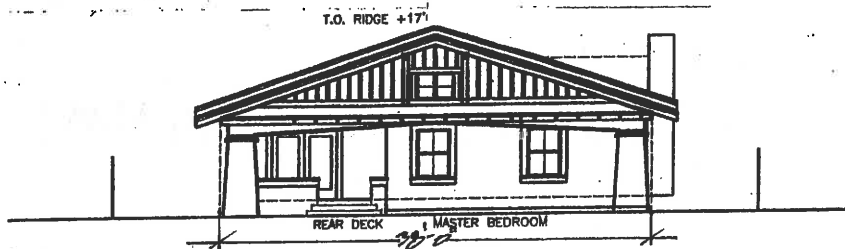
REVISION 12/3/2015  
 PUBLIC HEARING SUBMITTED 12/10/2015



192 HIGH ST., PACHECO, CA  
 SOUTH - SIDE ELEVATION



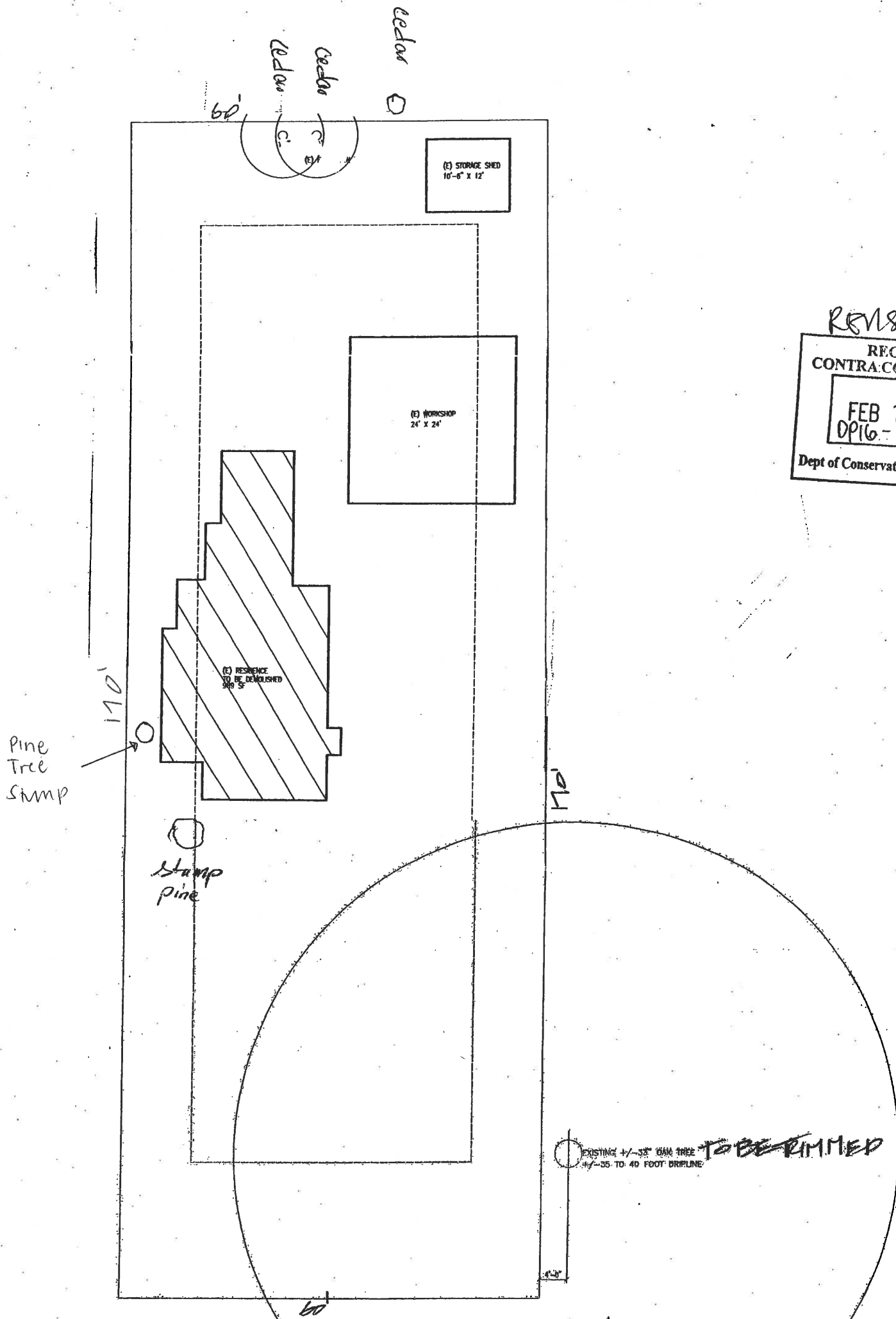
192 HIGH ST., PACHECO, CA  
 NORTH - SIDE ELEVATION



192 HIGH ST., PACHECO, CA  
 REAR ELEVATION

NEW RESIDENCE EXTERIOR ELEVATIONS

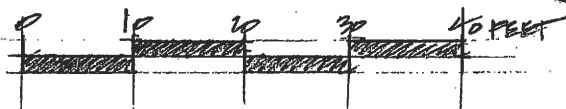
REVISED 02/19/2016  
 DWG No. 6



REVISED  
 RECEIVED  
 CONTRA COSTA COUNTY  
 FEB 16 2016  
 DP16-3082  
 Dept of Conservation & Development



**SITE/DEMO PLAN** Scale: 1/8" = 1'-0"  
 APN: 125-281-010 SITE AREA = 10,200 SF / .23 ACRES  
 192 HIGH STREET, PACHECO, CA 94553



MARENTETTE VEENSTRA & PALLADIO  
 Architects  
**MP**  
 P.O. BOX 208 MARTINEZ, CALIFORNIA 94549-0208

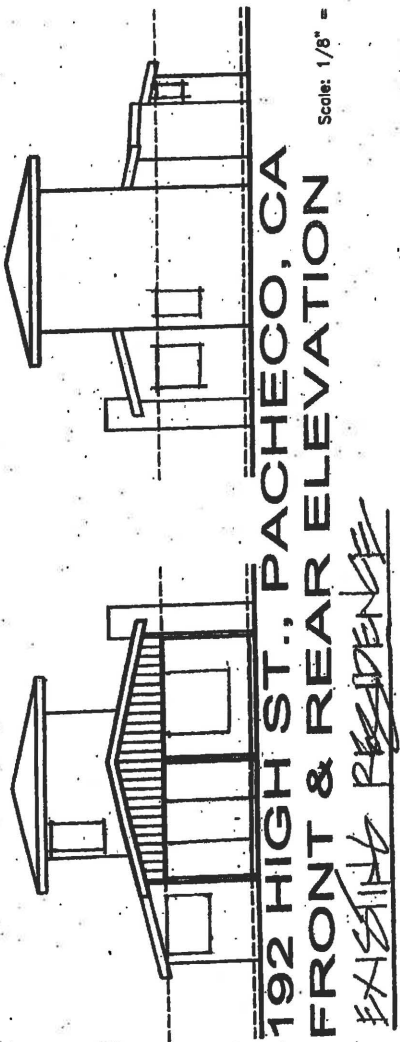
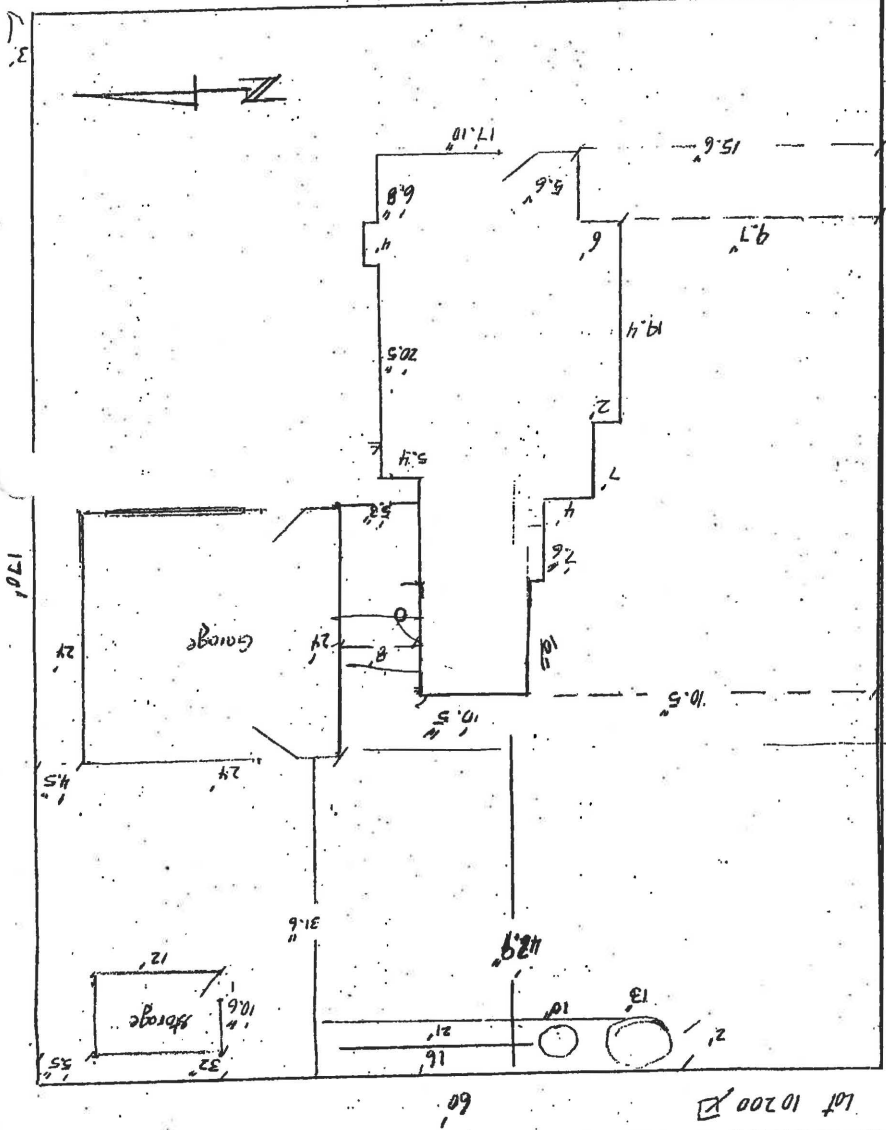


REVISED 02/15/2016  
 JAN. 6, 2016  
 DWG. NO. 7

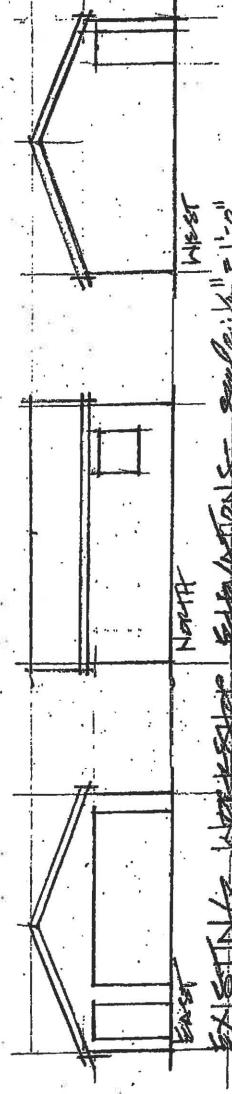


RECEIVED  
 RECEIVED  
 CONTRA COSTA COUNTY  
 FEB 16 2016  
 DP 16-3002  
 Dept of Conservation & Development

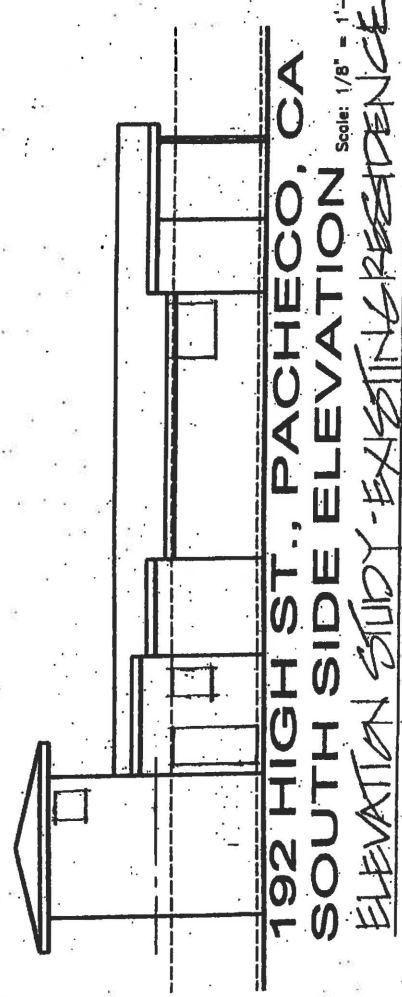
Existing Site Plan Not Drawn to Scale



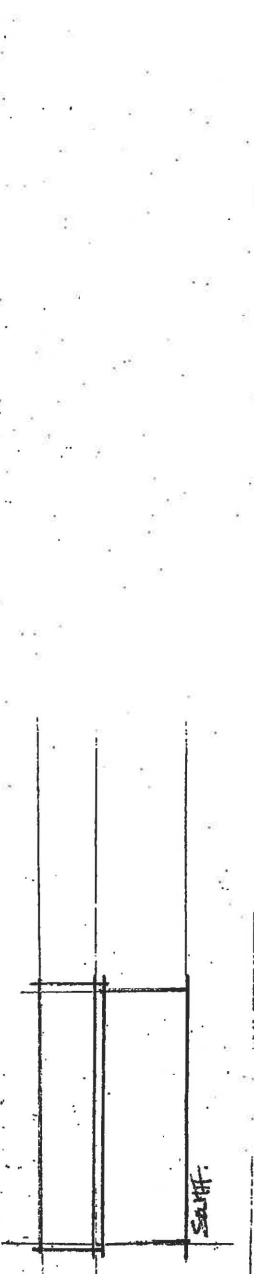
Scale: 1/8" = 1'-0"



Scale: 1/8" = 1'-0"



Scale: 1/8" = 1'-0"



Scale: 1/8" = 1'-0"

REVISED 02/15/16  
 MVEP: RAYMARENTE ARCHITECT  
 CAS: LIC. NO. C19315

DRG. NO. 8





**SITE**  
**PHOTOGRAPHS**





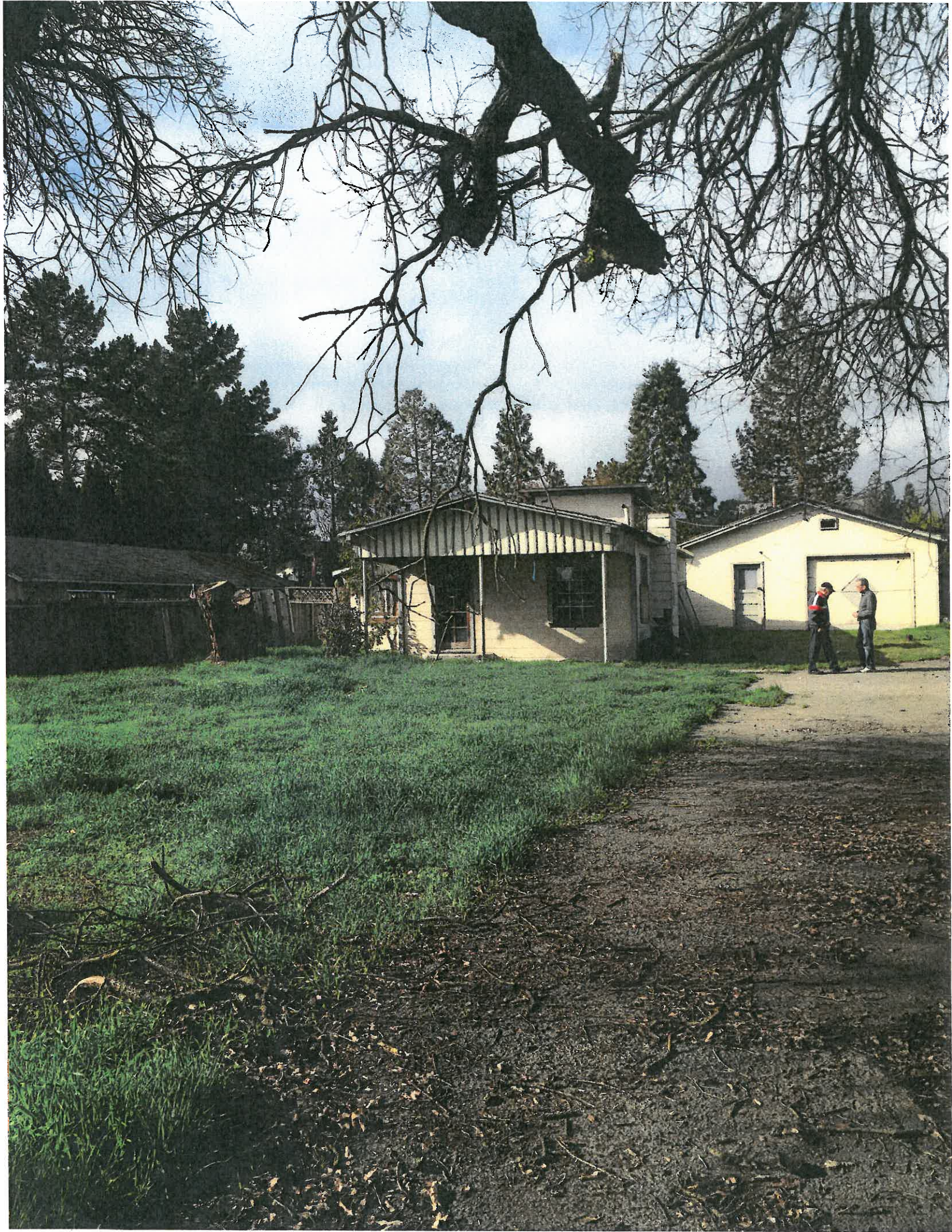


















# **PRESENTATION**

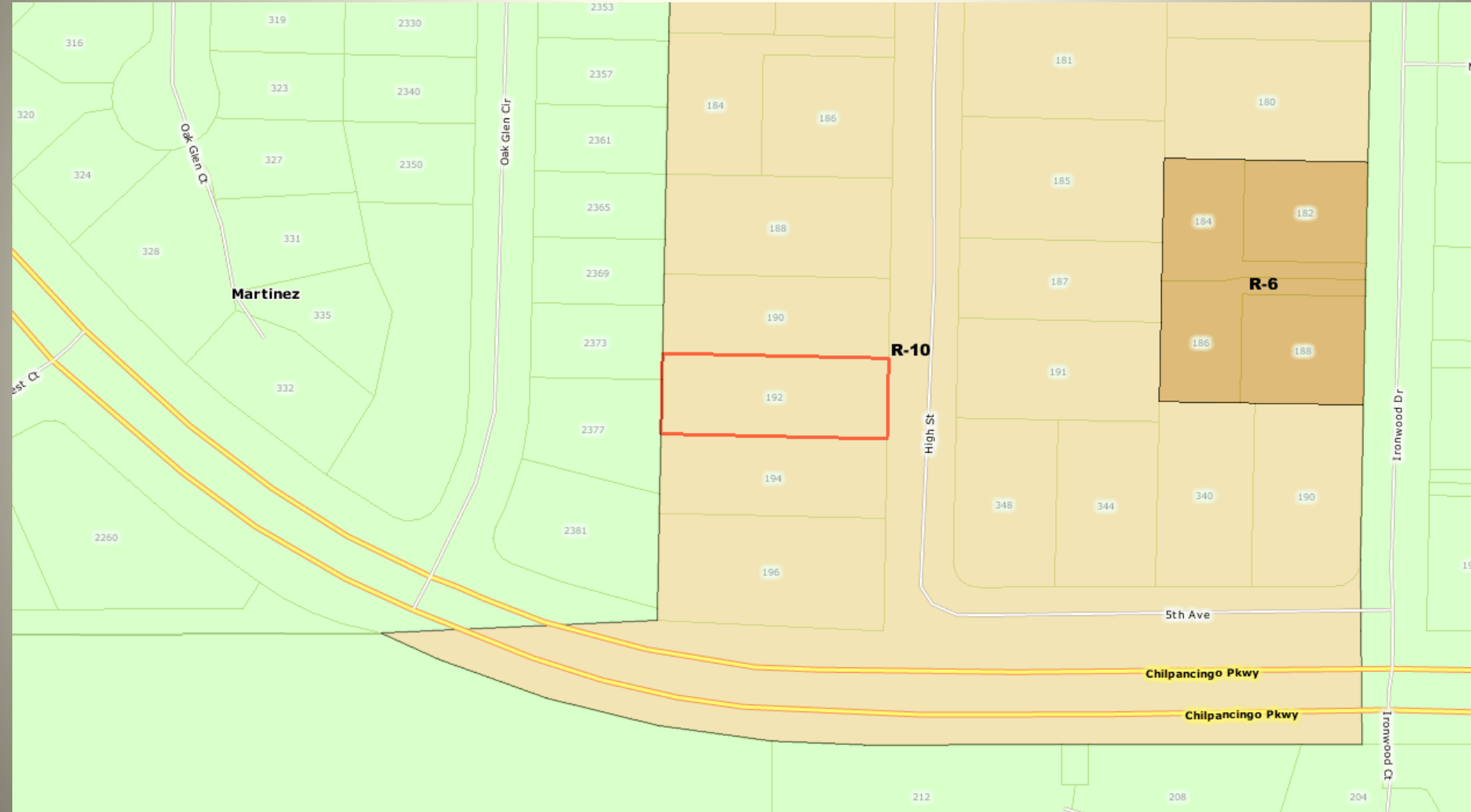
**192 High Street Small Lot Design  
Review Development Plan and Tree  
Permit**

**County File #DP16-3002**

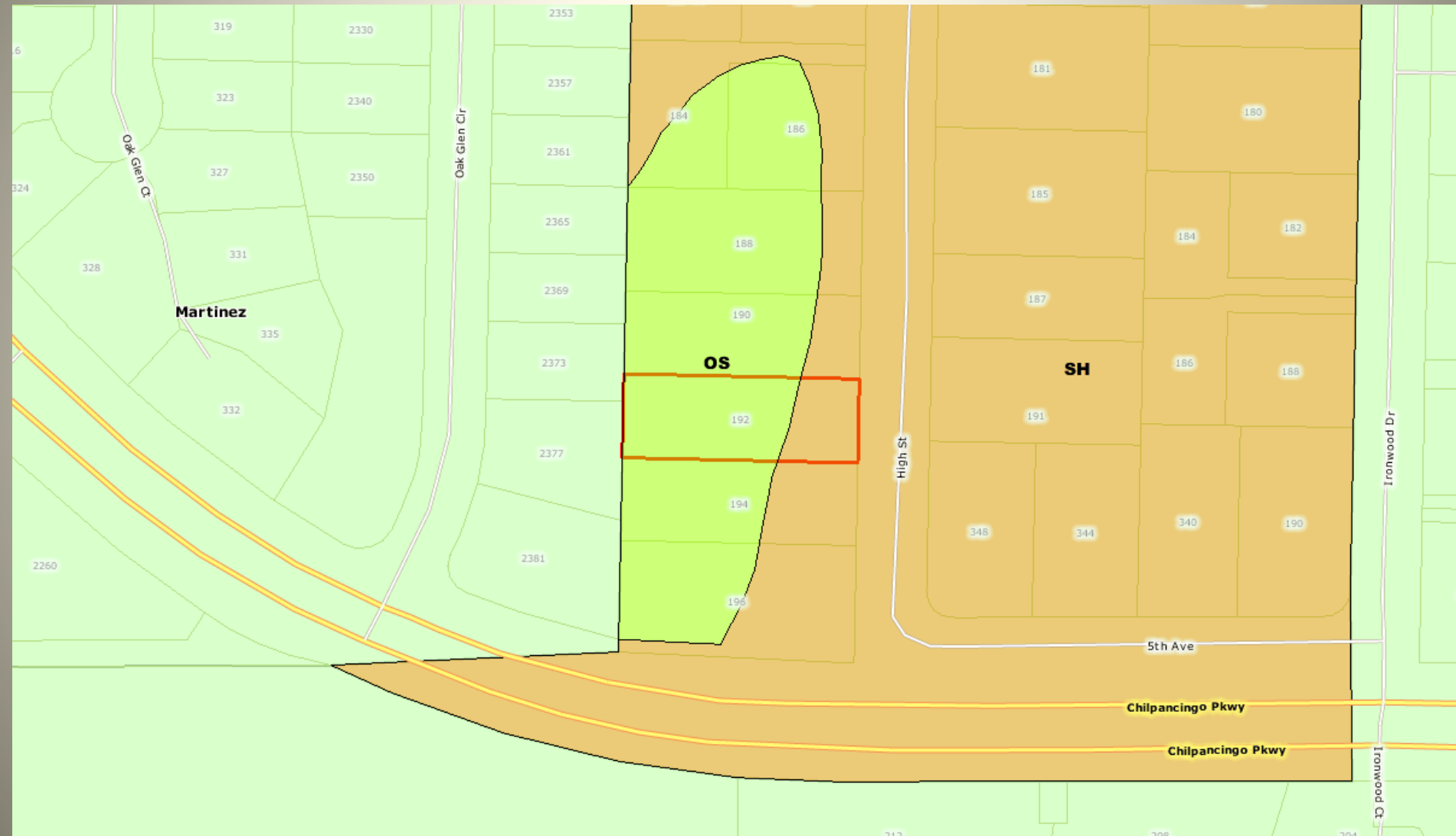
Board of Supervisors

January 17, 2017

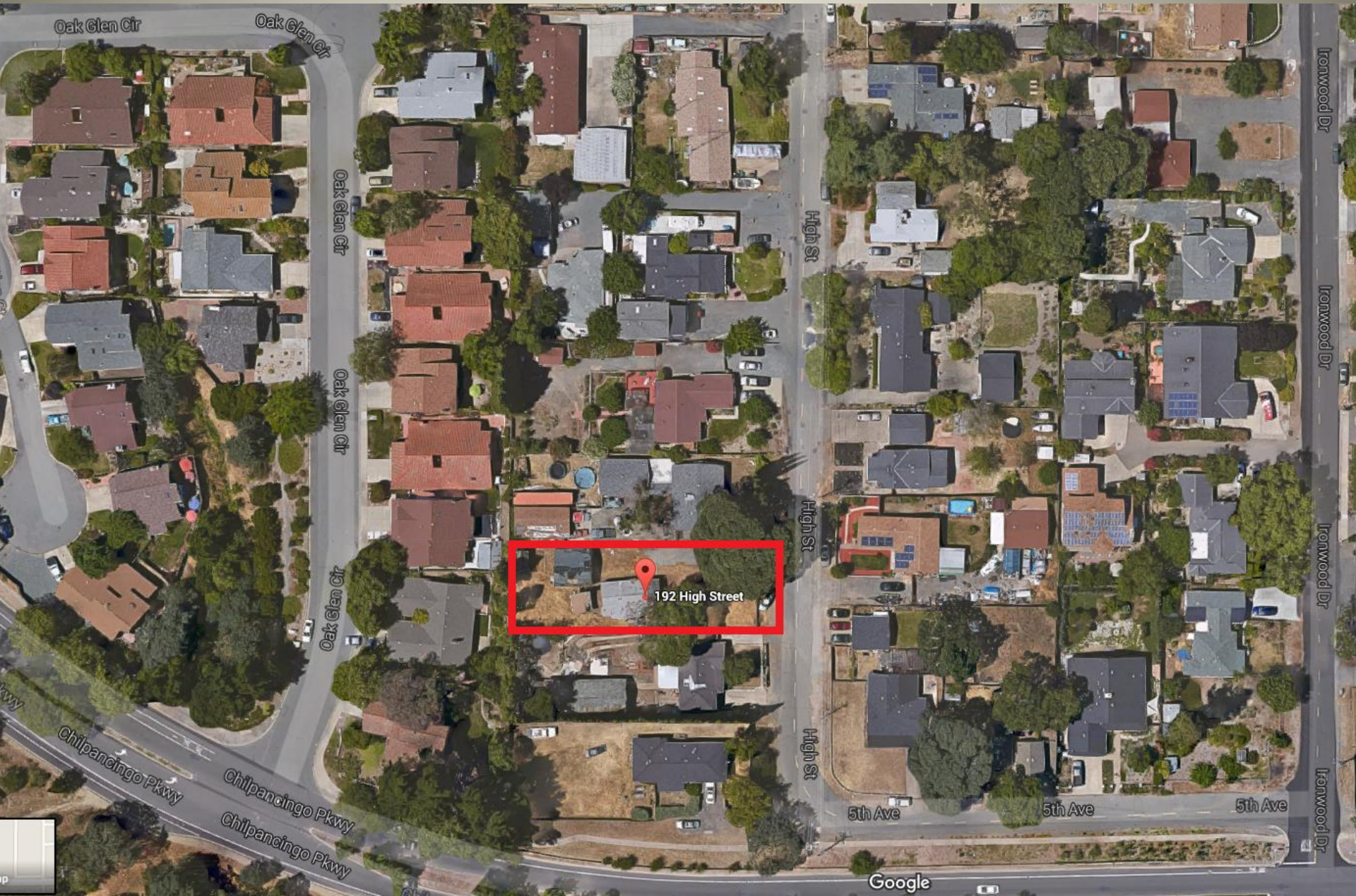
# Zoning: R-10



# General Plan: Single-Family Residential-High Density (SH) / Open Space (OS)

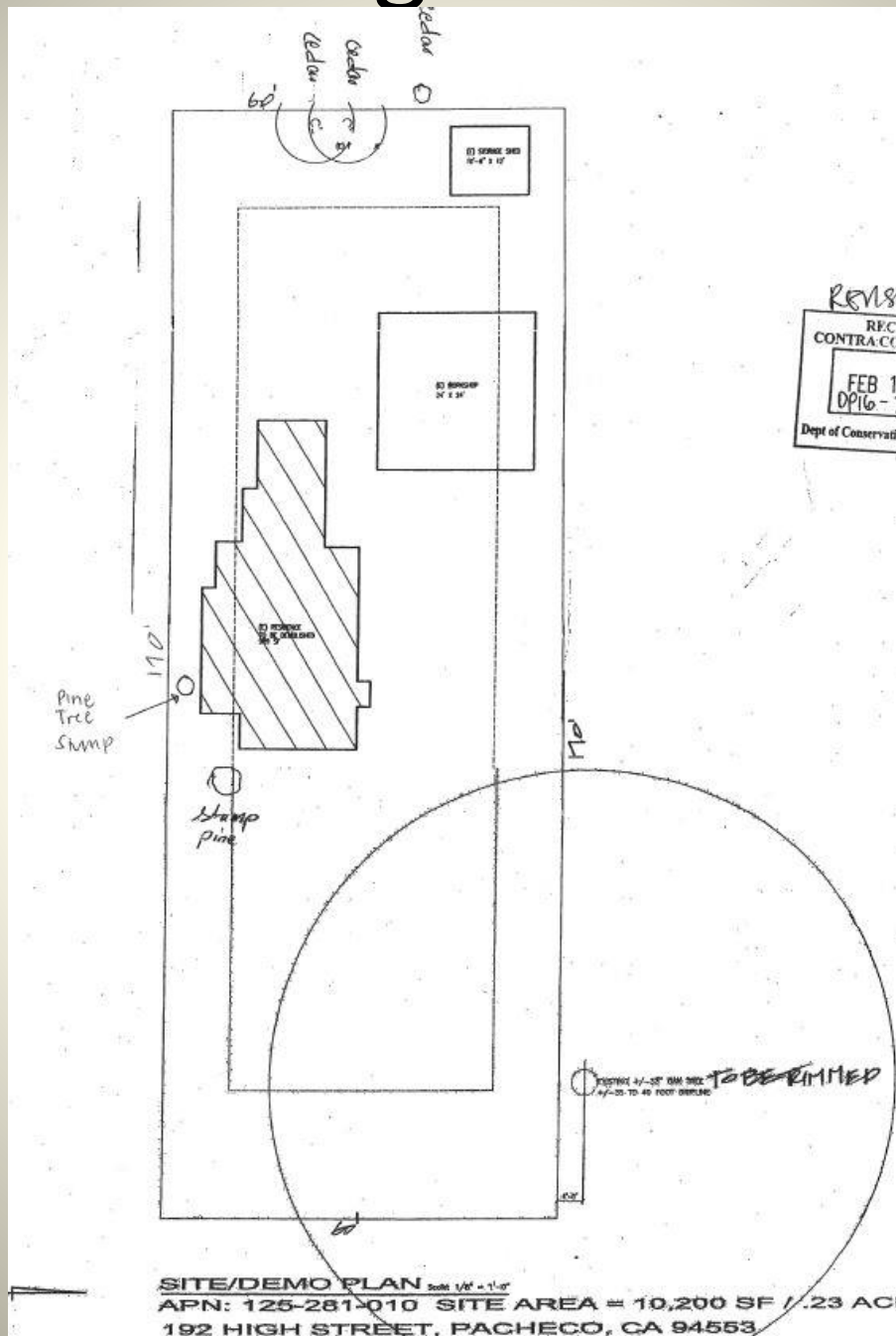


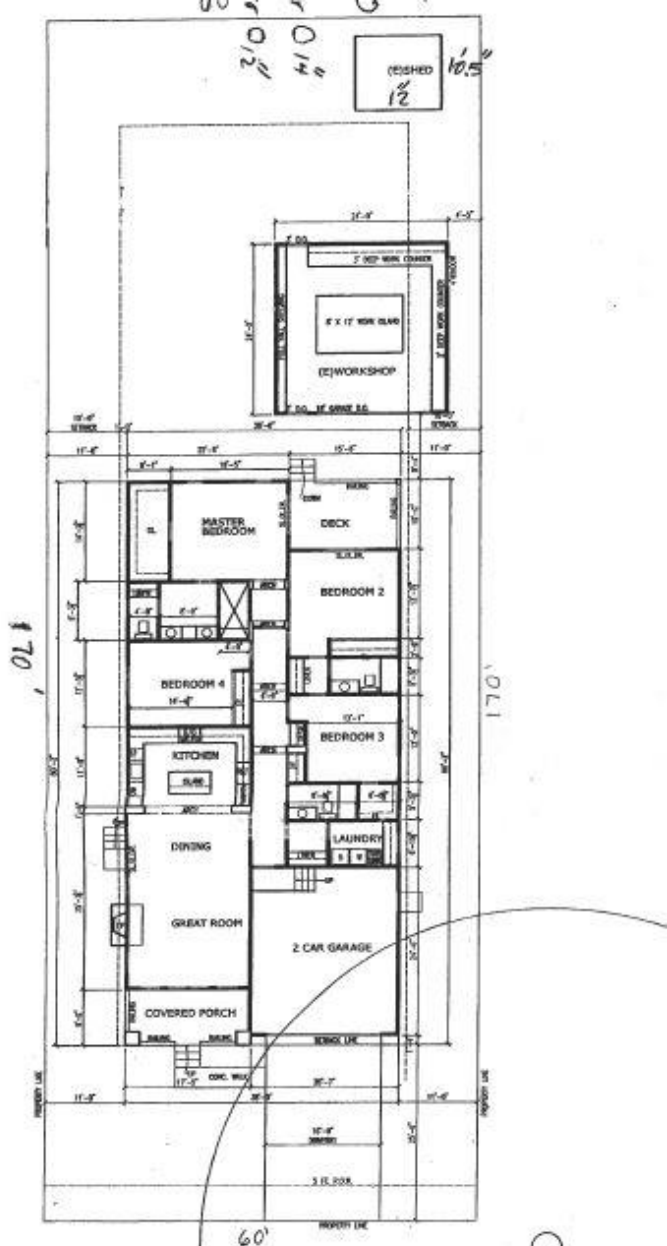






# Existing Site Plan





**SITE AREA COMPUTATIONS:**  
 LOT AREA = 10,200 SF (100%)  
 Building Footprint = 3,046 sf (NEW) + 702  
 Pervious HARDSCAPE and LANDSCAPE

SITE PLAN / PROPOSED Floor Plan

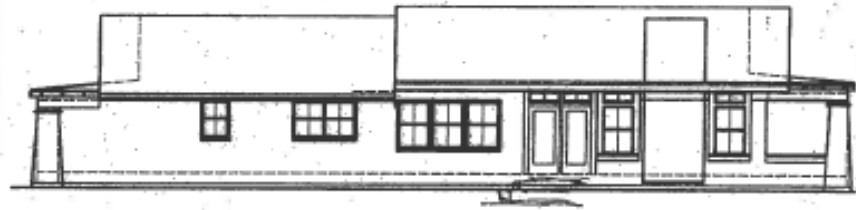
# Proposed Elevations

Front



REVISION 12/3/2015  
PUBLIC COMMENTS SUBMITTED 12/16/2015

South Side



192 HIGH ST., PACHECO, CA  
SOUTH - SIDE ELEVATION



# Elevations

North Side

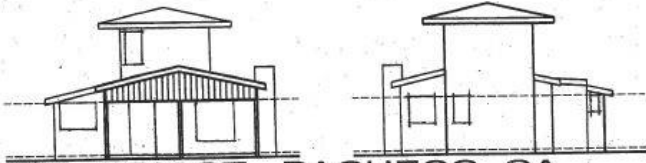


192 HIGH ST., PACHECO, CA  
NORTH - SIDE ELEVATION

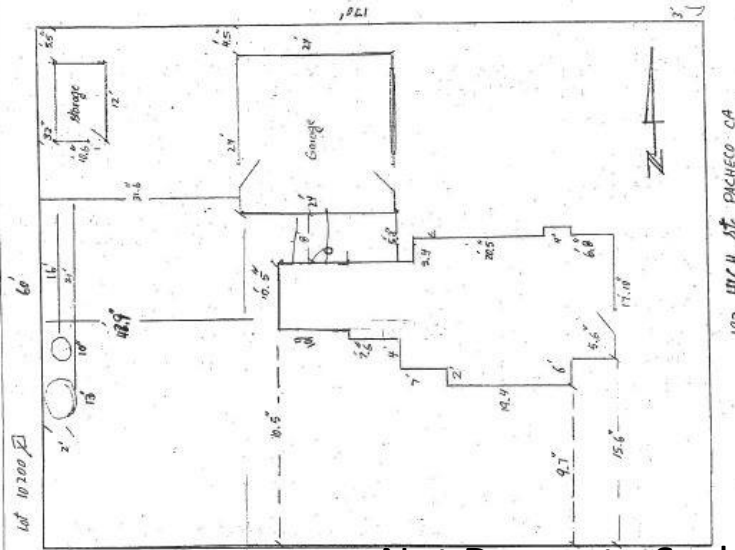
Rear



192 HIGH ST., PACHECO, CA  
REAR ELEVATION



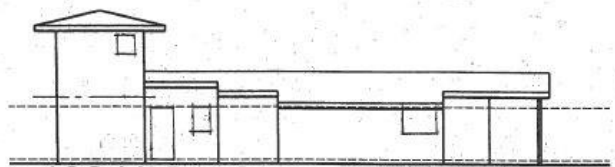
192 HIGH ST., PACHECO, CA  
FRONT & REAR ELEVATION  
Scale: 1/8" = 1'-0"  
EXISTING RESIDENCE



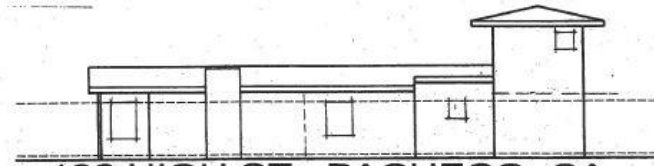
Not Drawn to Scale



EXISTING WORKSHOP ELEVATIONS Scale: 1/8" = 1'-0"



192 HIGH ST., PACHECO, CA  
SOUTH SIDE ELEVATION  
Scale: 1/8" = 1'-0"  
ELEVATION STUDY - EXISTING RESIDENCE

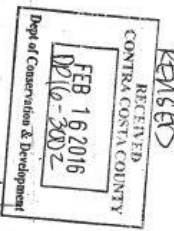


192 HIGH ST., PACHECO, CA  
NORTH SIDE ELEVATION  
Scale: 1/8" = 1'-0"  
EXISTING RESIDENCE



REVISED 02/19/2016  
MVP. KATHARINETTE ARCHITECT  
CA. Lic. No. 21975

DLG. No. 8



RECEIVED





**Tree Stump #1**



**Tree Stump #2**







Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Adoption of Ordinance No. 2017-03 Extending the Urgency Interim Ordinance Related to Various Marijuana Prohibitions

---

**RECOMMENDATION(S):**

1. OPEN the hearing, ACCEPT public testimony, and CLOSE the hearing.
2. ADOPT Ordinance No. 2017-03, extending for a period of one year, an urgency interim ordinance prohibiting various activities related to the cultivation, delivery and sale of marijuana and marijuana products.
3. FIND that the adoption of the interim ordinance is exempt from the California Environmental Quality Act (CEQA) per section 15061(b)(3) of the CEQA guidelines.
4. DIRECT staff to schedule a workshop at the Board to consider long term regulatory options.
5. DIRECT the Director of the Department of Conservation and Development to file the Notice of Exemption (NOE) with the County Clerk.

- 
- |  |  |
|--|--|
| <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: **01/17/2017**  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: January 17, 2017

Contact: Ruben Hernandez, (925) 674-7785

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

By: , Deputy

cc:



### FISCAL IMPACT:

Adoption of the urgency ordinance will not have a fiscal impact. Depending on the complexity of preparation of permanent marijuana regulations, the cost of analyzing options and preparing permanent ordinance regarding the regulation of marijuana is estimated to be \$20,000 to \$30,000.

### BACKGROUND:

In order to prevent the the establishment of unregulated marijuana uses in the unincorporated areas of the County, and to provide the County with time to prepare permanent regulations addressing marijuana related land uses as authorized by approval of the Medical Marijuana Regulation and Safety Act (MMRSA) in 2015 and the Adult Use of Marijuana Act (Proposition 64) in November, the Department of Conservation and Development has worked with County Counsel to prepare Ordinance No. 2017-03 extending the previously adopted urgency interim ordinance prohibiting various activities related to the cultivation, delivery and sale of marijuana an additional year until January 30, 2018. The initial urgency interim ordinance (Ordinance No. 2016-04) was adopted by the Board on February 2, 2016 following approval of MMRSA and was extended an additional 10 months and 15 day with adoption of Ordinance No. 2016-10 on March 15, 2016. Pursuant to state law, the one-year extension currently proposed is the last extension possible and the urgency ordinance cannot be further extended beyond the expiration of this extension. The urgency interim ordinance may be repealed prior to it expiring upon the adoption of permanent ordinance(s) addressing marijuana land uses.

At the March 2016 hearing on the first extension of the urgency ordinance, the Board opted to postpone further work on permanent marijuana regulation until after the vote on Proposition 64 in November 2016. Upon the approval of Proposition 64 by California voters, the County, as well as most jurisdictions throughout the state, must begin the process of analyzing and addressing marijuana regulation in accordance with the provisions of Prop. 64. Like the County, most jurisdictions have adopted urgency ordinances prohibiting marijuana land uses in order to thoroughly analyze Prop. 64 and prepare permanent regulations. The issuance of State licenses for commercial marijuana activities is not expected to start until the end of this year or early next year. Therefore, any County ordinance regulating commercial marijuana that may be contemplated by the Board could not be implemented until the State licensing program has been initiated.

### PROPOSITION 64 (ADULT USE OF MARIJUANA ACT)

On November 8, 2016 California voters approved Proposition 64 also known as the Adult Use of Marijuana Act (AUMA). Proposition 64 legalized the adult use of recreational marijuana and, among other things, established a comprehensive system to control and regulate the cultivation, distribution, transport, storage, manufacturing, processing and sale of nonmedical marijuana and marijuana products for adults 21 years of age and over.

#### **Personal Use/Cultivation**

Under AUMA local jurisdictions cannot ban the indoor cultivation for personal use of up to six nonmedical marijuana plants within a private residence by a person 21 years of age or older. AUMA does permit local jurisdictions the ability to adopt reasonable regulations on the indoor cultivation of marijuana for personal use. Reasonable regulations include requiring the marijuana to be grown in a secure area or requiring building permits for the installation of growing equipment. Local jurisdictions can also allow cultivation for personal use beyond the minimum allowance mandated by AUMA including allowing outdoor cultivation as well as limiting the number of plants to be grown indoors beyond the six allowed by AUMA.

#### **Commercial Activities**

Proposition 64 (AUMA) provides for local control of commercial nonmedical marijuana activities by allowing local jurisdictions the option of adopting permanent regulations prohibiting or regulating commercial nonmedical marijuana activities. According to AUMA, if permanent local regulations prohibiting or regulating commercial nonmedical marijuana are not adopted prior to the state licensing program taking effect, which is not anticipated to be ready until the end of 2017- early 2018, the state would at that time be the only licensing authority for commercial nonmedical marijuana activities. AUMA does not prohibit local jurisdictions from adopting ordinances regulating commercial marijuana activities after the state begins the issuance of licenses.

### INTERIM ORDINANCE

Upon adoption of the current urgency interim ordinance no commercial nonmedical marijuana activities, or cultivation or delivery medical marijuana, would be permitted in the unincorporated areas of the County excepting from this the provision in Proposition 64 allowing for the personal indoor cultivation of up to 6 plants within a private residence by a person 21 years or older. This extension of the urgency interim ordinance is the second, and last, extension allowed by state law and would expire on January 30, 2018.

### LONG-TERM REGULATORY OPTIONS

Upon adoption of the attached urgency interim ordinance, the County will have 12-months to adopt permanent regulations prohibiting or regulating commercial marijuana activities, the cultivation of marijuana for personal use, and the delivery of marijuana. Below, staff has summarized the primary regulatory approaches that could be considered by the Board.

#### **General Prohibition**

With the exception of the provisions within Proposition 64 allowing for the personal indoor cultivation of up to 6 plants within a private residence by a person 21 years or older, the Board may choose to prohibit all forms of medical and nonmedical marijuana activities, including commercial cultivation, sale and delivery of marijuana, and the cultivation of marijuana for personal use beyond what is permitted by Proposition 64. If the Board were to pursue this path, all marijuana land use activities would be prohibited, with the exception of personal cultivation as provided for in Proposition 64, which is also subject to reasonable regulation.

**Licensing of Commercial Activities**

Under AUMA local jurisdictions may adopt permanent regulations addressing the cultivation, distribution, transport, storage, manufacturing, processing and sale of marijuana and marijuana products. The Board could choose to allow all or some of these activities and to impose limitations on those activities that are allowed. As stated previously, the state is developing a licensing program for commercial activities which will apply where such activities are not prohibited by local jurisdictions.

**Options Related to Cultivation for Personal Use**

AUMA permits the indoor cultivation of up to six marijuana plants within a private residence by persons over 21 years of age (six plants per residence regardless of the # of residents). AUMA prohibits local jurisdictions from placing unreasonable restrictions on this provision of the law. Local jurisdictions may adopt reasonable regulations on the indoor cultivation of marijuana for personal use such as requiring that the plants be grown in lockable room, or requiring a building permit for installation of growing systems. These are just two examples of the types of "reasonable" regulations that may be adopted. It is anticipated that additional reasonable regulations will be identified as time goes on and other jurisdictions begin adopting permanent regulations. AUMA also authorizes local jurisdictions the ability to adopt ordinances permitting personal cultivation in excess of what is permitted by AUMA including allowing personal cultivation of more than six plants, or allowing outdoor personal cultivation. Jurisdictions are permitted to regulate personal cultivation beyond what is authorized by AUMA as they see fit.

**INTER-DEPARTMENTAL MEETING ON MARIJUANA REGULATION**

On December 12, 2016 an Inter-Departmental Meeting was held at the Department of Conservation and Development to discuss the approval of Proposition 64. Staff from County Counsel, the District Attorney, County Administrators Office, the Treasurer-Tax Collectors Office, Office of the Sheriff, Health Services Department (Behavioral Health, Environmental Health and Public Health), the Agriculture Department, and the Department of Conservation and Development (DCD) were present at the meeting. Input was provided from all departments in attendance on issues related to the passing of Proposition 64 as well as input on the potential benefits and negatives of marijuana regulation. The meeting provided helpful initial perspectives. DCD would recommend that DCD consult further with these departments as the County process continues to more fully capture their expertise and to allow them more time to assess the implications of the new law. DCD greatly appreciates the assistance provided by these departments. Table 1 below provides a summary of the preliminary input collected by DCD at the meeting.

Table 1: Pros and Cons of Marijuana Regulation

CATEGORY	PROS	CONS
<b>Commercial Cultivation</b>	-Tax Revenues -Reduction of Grey market -Benefits of General Regulation vs. Unregulated -Job and Economic Development Potential -Green Jobs -Local Production "Grow Local"	-Complex Regulation -Safety and Security Considerations -Financial Restrictions/Considerations of Revenues -Odor, Visual and Safety Concerns for Large Scale Outdoor Cultivation -Energy Efficiency Considerations for Large Scale Indoor Cultivation
<b>Retail Sales/Distribution</b>	-"Farmstand" Sales -Local Dollars Spent Locally (taxes/economic development) -Improved local availability for a legal substance	-Clients Spend Dollars in Other Jurisdictions -Conflicts with Tobacco Prevention Efforts -Increased Availability Detrimental to Public Health/Youth Influence
<b>Delivery</b>	-Service to elderly/ill (medical) -Track and trace -Reduction of driving under the influence	-Safety of delivery drivers --Less able to enforce/monitor regulations (age limitations)
<b>Expanded Personal Cultivation</b>	-Owner approval requirement for rental units may have merit	-Increased exposure -Increased visual and odor impacts
<b>Manufacture/Processing</b>	-Tax revenues/ economic development	-Safety/Fire/Chemical

Based on the input provided at the inter-departmental meeting, it is clear that there are numerous benefits and drawbacks that may result from the regulation or prohibition of marijuana. During the process of preparing permanent regulations staff from the Department of Conservation and Development would ensure that every department that participated in the inter-departmental meeting has the opportunity to participate and comment on future regulation.

**FINANCIAL IMPLICATIONS**

While it appears that there are as many approaches to "revenue enhancement" from the regulation of Recreational Marijuana as there are Counties in California, the majority of Counties have taken a "wait and see" approach at least to the question of how to tax growers, distributors, or retail sales. It appears that the State is not likely to have regulations in place for several months or perhaps not until 2018. There also are tax disputes. While the medical marijuana law only levies a retail tax, Proposition 64 applies two taxes to legal recreational marijuana: a 15% tax on the retail price and a cultivation tax of \$9.25 per ounce for flowers and \$2.75 per ounce for leaves and stems trimmed from the plant. The cultivation tax is fiercely opposed by growers, who say they shouldn't be taxed on trimmings that might get

tossed, never making it to market. Instead, they are advocating a tax when all marketable product is brought in for testing.

It is recommended that the Inter-Departmental Team continue to review the issues of which areas (growers, distributors, or retailers) if any, would be areas for the County to consider imposing a tax that would support the costs of any regulations that the County would impose.

#### **NEXT STEPS**

Since approval of Proposition 64, most jurisdictions have adopted similar urgency ordinances in order to take some time to properly weigh the impacts of the various forms of marijuana regulation or prohibition. Due to the complexity of the topic, the wide range of options available to the Board and value of incorporating the expertise and perspectives from a wide range of staff and stakeholders, staff recommends a workshop be scheduled as soon as possible before the Board (perhaps February or March). The purpose of the workshop would be to provide the Board with additional information on the policy options, enable a broad and thorough discussion, and provide staff with preliminary direction on the type of approach the Board wishes to take so that staff could then formulate drafts of regulations. DCD proposes to coordinate with other involved departments to prepare for and participate in the workshop.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If Ordinance No. 2017-03 is not adopted, the current urgency interim ordinance would remain effective through January 30, 2017.

#### **CHILDREN'S IMPACT STATEMENT:**

Adoption of the urgency ordinance would ensure that unregulated marijuana land uses could not be established therefor protecting the establishment of such uses in sensitive areas such as near schools and playgrounds.

#### **ATTACHMENTS**

Ordinance No. 2017-03

AUMA FAQs

Ten Day Status Report



ORDINANCE NO. 2017-03

URGENCY INTERIM ORDINANCE PROHIBITING THE  
CULTIVATION AND DELIVERY OF 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. 2016-04, 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. AB 21 authorized the County to regulate or ban all categories of cultivation, dispensing, manufacturing, distribution, and transportation of medical marijuana.
- M. On March 15, 2016, the Board of Supervisors adopted Ordinance No. 2016-10, to extend interim urgency Ordinance No. 2016-04 for an additional 10 months and 15 days, through January 30, 2017.
- N. On November 8, 2016, the voters of the State of California adopted Proposition 64, which enacted the Control, Regulate, and Tax Adult Use of Marijuana Act (the “AUMA”). The AUMA took effect November 9, 2016. The AUMA makes it legal under California law for anyone 21 years of age or older to possess, plant, cultivate, harvest, dry, and process up to six marijuana plants per private residence for personal use (the “Personal Use Grows”), subject to certain restrictions. (HSC, §§ 11362.2 & 11362.3.) The AUMA also makes it legal under California law for anyone 21 years of age or older to do all of the following (collectively, the “Personal Use Exceptions”):

1. Possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever, not more than 28.5 grams of marijuana not in the form of concentrated cannabis;
  2. Possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever, not more than eight grams of marijuana in the form of concentrated cannabis, including as contained in marijuana products;
  3. Smoke, except where smoking is prohibited, and ingest marijuana and marijuana products; and
  4. Possess, transport, purchase, obtain, use, manufacture or give away marijuana accessories to persons 21 years of age or older without any compensation whatsoever. (HSC, § 11362.1.)
- O. Under state law, living plants of Personal Use Grows, and marijuana from those plants in excess of 28.5 grams, must be kept in a locked space, enclosed, and must not be visible by normal unaided vision from a public place. (HSC, § 11362.2(a).) Cities and counties also may enact and enforce reasonable regulations to regulate Personal Use Grows, and they may prohibit Personal Use Grows outdoors. (HSC, § 11362.2(a)(1), (b)(1) & (b)(3).) The AUMA contains several other limitations related to the possession and use of marijuana and marijuana products, including those for personal use. (See HSC, § 11362.3(a)(1)-(8); see also BPC, § 26200(d).)
- P. The AUMA establishes a framework for state and local regulation of nonmedical marijuana businesses. The State of California must establish, by January 1, 2018, a regulatory and licensing program, under the oversight of the Bureau of Marijuana Control (formerly, Bureau of Medical Cannabis Regulation), to license commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products. (See BPC, §§ 26010, 26012, 26013.) Cities and counties retain local authority to license, regulate, limit, or completely ban nonmedical marijuana businesses within their jurisdictions. (BPC, § 26200.) A state license will not be issued to a business if the business cannot lawfully be established in the city or county in which it intends to locate. (BPC, § 26055(e).)
- Q. 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 and nonmedical marijuana cultivation, manufacturing, and 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.
- R. It is necessary to extend Ordinance No. 2016-04 to provide the County with additional time to consider regulations governing medical and nonmedical marijuana activities, and to determine the extent of these regulations. This additional 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 and the AUMA. Absent the extension of this interim ordinance, commercial 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 marijuana activities.

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

- (a) “Cultivation” or “to cultivate” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- (b) “Delivery” has both the meaning set forth in Business and Professions Code section 19300.5(m), and the meaning set forth in Business and Professions Code section 26001(h).
- (c) “Marijuana” means both “marijuana,” as defined in Health and Safety Code section 11018, and “marijuana products,” as defined in Health and Safety Code section 11018.1.
- (d) “Residence” has the same meaning as “private residence” in Health and Safety Code section 11362.2(b)(5).

**SECTION III. EXTENSION.** Ordinance No. 2016-04 is extended for an additional 12 months, through January 30, 2018.

**SECTION IV. PROHIBITED USES.** Subject only to the exemptions in this ordinance and as otherwise preempted by state law, the following uses are prohibited in all zoning districts of the County:

- (a) The cultivation of marijuana.
- (b) The delivery of marijuana.
- (c) The establishment of a business that sells, distributes, dispenses, manufactures, or tests marijuana.

**SECTION V. EXEMPTIONS.**

- (a) Six or fewer marijuana plants may be cultivated indoors at a residence if all of the following conditions are met:
  - (1) The residence, and all lighting, plumbing, and electrical components used for cultivation, must comply with all applicable zoning, building, electrical, and plumbing codes and permitting requirements.

- (2) All living marijuana plants, and all marijuana in excess of 28.5 grams produced by those plants, must be kept in a locked room and may not be visible from an adjacent property, right-of-way, street, sidewalk, or other place accessible to the public.
  - (3) The residence must be lawfully occupied by the person who cultivates the marijuana plants within the residence. If the residence is not owner-occupied, written permission from the owner of the residence must be obtained before marijuana plants may be cultivated.
  - (4) No marijuana plants may be cultivated outdoors.
- (b) It is not a violation of this ordinance for any person employed by a licensed marijuana delivery service to travel on a public road within the unincorporated area of the County for the purpose of delivering marijuana to persons located in a city or county where the delivery of marijuana is not prohibited.

**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 12 months,

through January 30, 2018, 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]

SMS:

H:\Client Matters\Cons & Dev\Ordinances\Marijuana\Ordinance Extending Interim Urgency Ordinance - Final 011117.wpd



November 22, 2016



## Frequently Asked Questions (FAQs)

### Adult Use of Marijuana Act<sup>1</sup>

#### Proposition 64

**Question#1:** When does the AUMA take effect?

**Answer:** The AUMA took effect November 9, 2016, the day after the election. But note, the AUMA requires a state license to engage in commercial nonmedical marijuana activity. Licensing authorities are required to begin issuing licenses by January 1, 2018 and the League anticipates that the issuance of licenses will not occur much in advance of January 1, 2018. Thus, the AUMA provisions legalizing commercial nonmedical marijuana activity will not become operational until the state begins issuing licenses (likely in late-2017). The AUMA provisions legalizing personal use and cultivation of nonmedical marijuana took effect November 9, 2016.

**Question #2:** Can private individuals cultivate nonmedical marijuana at home beginning November 9, 2016?

**Answer:** Yes, within a private residence by a person 21 years and older for personal use. The AUMA provides that local governments can reasonably regulate, but cannot ban the personal indoor cultivation of up to six nonmedical marijuana plants per private residence. This includes cultivation in a greenhouse that is on the property of the residence but not physically part of the home, as long as it is fully enclosed, secure, and not visible from a public space. Because this activity is not subject to state licensing requirements, individuals may engage in personal indoor cultivation beginning November 9, 2016, unless a city enacts an ordinance imposing a reasonable regulatory scheme that would preclude them from doing so before complying with the city's regulatory requirements.

Local governments may regulate or ban all personal outdoor cultivation. However, the AUMA includes language purporting to repeal any ordinance that bans personal outdoor

---

<sup>1</sup> Please consult your City Attorney before taking action to implement the AUMA. The answers to these FAQs may be different in your city based upon your municipal code, regulations, and policies. The answers do not constitute legal advice from the League of California Cities®.

cultivation upon the California Attorney General's determination that nonmedical use of marijuana is lawful under federal law.

**Question #3:** Is there a limitation on the number of marijuana plants that can be cultivated within a single residence?

**Answer:** Yes. Not more than six living plants may be planted, cultivated, harvested, dried, or processed within a single private residence, or upon the grounds of that private residence, at one time. A "residence" is defined as a house, an apartment unit, a mobile home, or other similar dwelling. No matter how many persons over 21 years of age are living in a "residence," only 6 living plants may be cultivated at one time. (Health & Safety § 11362.2(b)(3).)

**Question #4:** Can a landlord ban the cultivation/smoking of marijuana on his or her property?

**Answer:** Yes. An individual or private entity may prohibit or restrict personal possession, smoking, and cultivation of marijuana on the individual's or entity's privately owned property. A state or local government agency also may prohibit or restrict such activities on property owned, leased, or occupied by the state or local government. (Health & Safety §§ 11362.45(g) and (h).)

**Question # 5:** Can a city ban personal indoor cultivation in all leased or multi-unit residences within the city?

**Answer:** No. A city cannot prohibit personal indoor cultivation of marijuana in all leased or multi-unit residences within the city. However, because cities may reasonably regulate personal indoor cultivation, a city might be able to condition permit approval for personal indoor cultivation in a leased residence on the applicant receiving permission from his or her landlord.

**Question # 6:** Does a city's ban on commercial cultivation, personal outdoor cultivation, or retail sales of marijuana or marijuana products make it ineligible for state grant monies for law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of Prop 64?

**Answer:** Yes. If a city bans commercial cultivation, or personal outdoor cultivation, or retail sales of marijuana or marijuana products, it is ineligible to receive state grant monies funded through the new state excise taxes that take effect on January 1, 2018. (Revenue and Taxation Code § 34019(e)(3)(D).)

**Question #7:** What does the AUMA say about possession, transporting, purchasing or giving away of non-medical marijuana?

**Answer:** A person 21 years of age or older may possess, process, transport, purchase or give away to persons 21 years of age or older not more than 28.5 grams of marijuana in the non-concentrated form and not more than 8 grams of marijuana in a concentrated

form including marijuana products. If the AUMA passes, these activities will be lawful under state law and cannot be prohibited under local law.

**Question #8:** Do cities that ban or regulate medical marijuana businesses need to update their ordinances to include nonmedical marijuana?

**Answer:** Yes. The AUMA prohibits state licensing authorities from issuing a license to a commercial nonmedical marijuana business if operation of the business violates a local ordinance of the jurisdiction in which the business will operate. This means that a city wishing to adopt business or land use regulations prohibiting or regulating commercial nonmedical marijuana businesses must adopt an ordinance prior to the date the state begins issuing licenses, which the League anticipates will be in late 2017.<sup>2</sup>

**Question #9:** Can cities be confident that a permissive zoning code, by itself, provides sufficient protection against nonmedical marijuana businesses setting up shop without local approval?

**Answer:** No. It is unlikely that cities will succeed in arguing that nonmedical marijuana land uses are prohibited by permissive zoning codes under the AUMA, because the AUMA does not contain the same protective language as the MMRSA with respect to permissive zoning. Therefore, cities that wish to ban all or some nonmedical marijuana activities should adopt express prohibitions, even if they operate under a permissive zoning code.

**Question #10:** Are cities at risk of losing the opportunity to impose bans on personal outdoor cultivation if they don't act until after the November election?

**Answer:** No. A city may adopt an ordinance banning or regulating personal outdoor cultivation at any time.

**Question #11:** Are cities at risk of losing the opportunity to impose bans on nonmedical marijuana businesses, if they don't act until after the November election?

**Answer:** No. However, if a city does not adopt an ordinance expressly banning or regulating nonmedical marijuana businesses before the state begins issuing state licenses nonmedical businesses, a state-licensed nonmedical marijuana business will be able to operate within its jurisdiction without local permission or permitting. This is due to a provision in the AUMA that provides that state licenses cannot be issued where the activity would violate a local ordinance. If a jurisdiction has no ordinance regulating nonmedical marijuana businesses, then the local regulatory scheme is silent on that type of activity, and the state can unilaterally issue a license under terms fully compliant with the AUMA. Cities may adopt an ordinance expressly banning or regulating such operations after the state begins to issue licenses, but it will be difficult to terminate the state licensee's operations until the state license is up for renewal. Therefore, the best practice is to adopt an ordinance before the state begins issuing state licenses.

---

<sup>2</sup> Please see Question #8 regarding the use of public roads for transportation and delivery.

**Question #12:** Can cities ban deliveries under the AUMA?

**Answer:** Yes. Cities can ban deliveries within their territorial limits. However, cities cannot prevent the use of public roads for the delivery of marijuana. For example, if a licensed delivery company located in City A must travel on public roads through City B to make an authorized delivery in City C, City B cannot prohibit the licensed delivery company from travelling on public roads in City B to get to City C. In addition, cities may not prevent the use of public roads within its jurisdiction to transport nonmedical marijuana.

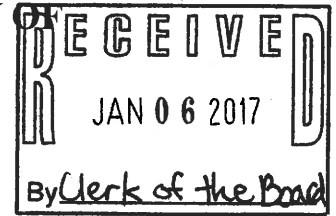
**Question #13:** What is the best way for cities to notify the state licensing agencies of their local ordinances that regulate and/or prohibit commercial non-medical marijuana activities within their jurisdictions?

**Answer:** Unless the state licensing agencies indicate otherwise, cities should mail copies of their local ordinances that regulate or prohibit commercial nonmedical marijuana activities within their jurisdictions to the Department of Consumer Affairs, the Department of Food and Agriculture, and the Department of Public Health. Cities should regularly check each Department's website to ensure that this practice complies with any regulations the Departments may pass regarding notice of local ordinances. In addition, Cities should ensure that any updates or amendments to local ordinances that regulate or prohibit commercial nonmedical marijuana activities are promptly submitted to each Department.

**REPORT ON URGENCY INTERIM ORDINANCE NO. 2016-10  
PROHIBITING CULTIVATION AND DELIVERY OF  
MEDICAL MARIJUANA**

**CONTRA COSTA COUNTY**

January 6, 2017

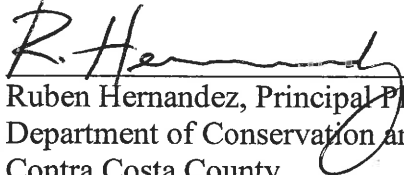


Pursuant to Government Code, §65858 (d), the following report describes the measures taken to alleviate the condition that led to the adoption of an urgency interim ordinance (Ordinance No. 2016-10) prohibiting the cultivation and delivery of medical marijuana in the unincorporated area of Contra Costa County.

On March 15, 2016, the Board of Supervisors adopted Urgency Interim Ordinance No. 2016-10 prohibiting the cultivation and delivery of medical marijuana in unincorporated Contra Costa County in order to prevent impacts to public health, safety and welfare that may have resulted from the unregulated cultivation and delivery of medical marijuana. Unless the Board of Supervisors authorizes an extension, the interim ordinance is set to expire on January 30, 2017.

On November 8, 2016 California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA) establishing the need for the adoption of additional land use regulations surrounding marijuana use. Therefore, additional time is needed in order for the Department of Conservation and Development and other County agencies, to research, analyze and prepare a permanent ordinance addressing marijuana use in the unincorporated area of the County. At this point, the additional measures taken to alleviate the conditions that led the Board to adopt the Urgency Interim Ordinance No. 2016-10 include:

- **Coordination of an inter-departmental staff meeting identifying and discussing potential issues and concerns relating to the prohibition or regulation of marijuana use in the unincorporated area if the County;**
- **Collection of information on how other jurisdictions in the state have addressed the issue of medical marijuana cultivation and delivery in response to the approval of the Medical Marijuana Regulation and Safety Act approved by the Governor on October 9, 2016 and in response to voter approval of the Adult Use of Marijuana Act (Proposition 64) by California voters on November 8, 2016;**
- **Prepared for adoption by the Contra Costa County Board of Supervisors an extension of the urgency interim ordinance extending Ordinance No. 2016-10 one year to January 30, 2018.**

 January 6, 2017  
Ruben Hernandez, Principal Planner  
Department of Conservation and Development  
Contra Costa County



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Proposed 2017 State and Federal Legislative Platforms and 2016 Year-End Advocacy Reports

---

**RECOMMENDATION(S):**

1. ACCEPT the Year-End reports on the County's 2016 federal and state legislative advocacy programs.
2. ADOPT the Proposed Contra Costa County 2017 Federal and State Legislative Platforms.
3. DIRECT the County Administrator's Office to return to the Board of Supervisors, as necessary, to update the County's 2017 Legislative Platforms to reflect intervening legislative actions.
4. DIRECT the County Administrator's Office and department staff to review proposed legislation that relates to the County's adopted legislative platforms and to recommend appropriate positions on specific bills for consideration by the Legislation Committee and/or the Board of Supervisors.
5. AUTHORIZE Board members, the County's federal and state legislative representatives, and the County Administrator, or designee, to prepare and present information, position papers and testimony in support of the adopted 2017 Federal and State Legislative Platforms.

**FISCAL IMPACT:**

No direct impact to the County from the acceptance of the Year-End reports and the adoption of the Legislative Platforms.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: L. DeLaney,  
925-335-1097

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

By: , Deputy

cc:

## BACKGROUND:

In January of each year, Year-End reports are submitted to the Board of Supervisors on the County's federal and state legislative advocacy programs and activities for the prior calendar year. At the same time, the Board of Supervisors also considers and acts on the proposed Federal and State Legislative Platforms for the coming year.

Year-End reports for 2016 were prepared by the County's federal advocate, Mr. Paul Schlesinger of Alcalde & Fay and by the County's state advocate, Ms. Cathy Christian of Nielsen Merksamer Parrinello Gross & Leoni LLP. The Federal Year-End report is included as Attachment A. The State Year-End report is included as Attachment B

Transportation related advocacy is coordinated by Mr. John Cunningham, Principal Planner in the Department of Conservation and Development, and provided by Mr. Mark Watts. Mr. Cunningham's summary of the County's key legislative activity during 2016 is as follows:

### Transportation Related Legislative Activity in 2016

#### Local

**Measure X: Contra Costa Transportation Authority (CCTA): Transportation Sales Tax: Failed by 3.22% (Yes=63.45%, No=36.55%):** CCTA, its member agencies, consultants, and a broad range of advocates and interested parties worked to develop a transportation expenditure plan presented to the voters as Measure X. Measure X would have helped to maintain roads, improve BART, improve Highways 680, 80, 24, and 4, enhance bus/transit including for seniors and people with disabilities, increase bicycle/pedestrian safety, improve air quality, and reduce traffic. At the time this report was submitted, CCTA has not formally discussed the vote or discussed the potential for a repeat effort in the future.

#### State

**Senate Bill X 1-1 and Assembly Bill X 1-26: Transportation Revenues: Died in Appropriations/Rules Committee:** The Special Session of the legislature focusing on transportation revenue, among other things, began in 2015 and continued to its close in November 2016. Although a substantial amount of work was completed, including two identical bills in the Assembly and the Senate, nothing was approved. The two transportation bills that were introduced in the Special Session were immediately introduced in the 2017 session as Assembly Bill 1 and Senate Bill 1.

**Assembly Bill 1665 (Bonilla): Transactions and Use taxes: Signed By Governor 7/1/16:** In 2013 AB 210 (Wieckowski) modified the Revenue & Taxation (R&T) code to include a provision allowing Contra Costa County to adopt an ordinance proposing the imposition of a transactions and use tax for the support of countywide transportation programs. AB 1665 was needed to assign the transportation program taxing ability to the Contra Costa Transportation Authority in order to establish clear authority for the Measure X effort.

**Senate Bill 632 (Cannella [Coauthors: Baker and Bonilla]) Vehicles: prima facie speed limits: schools: Died in Senate Transportation and Housing Committee:** A two year bill introduced in 2015, this bill was drafted by Contra Costa County as a part of the County's school safety efforts. This alternate approach to allow local jurisdictions to expand the school zone was undertaken given the difficulty in achieving reforms in the state's school siting policies to improve safety and consistency with local and state policies (State Platform Policies , #3, #146, #149, #150). The bill was referred to the California Traffic Control Devices Committee (CTCDC) for technical review. The Committee ultimately did not support the concepts in the bill. This lack of support was the subject of a letter that went to the Board of Supervisors on January 10<sup>th</sup>. The letter urged the legislature to set aside the input from the CTCDC and is available at this link:

[http://64.166.146.245/docs/2017/BOS/20170110\\_856/866\\_01-10-17\\_1500\\_AGENDApacket.pdf#page=88](http://64.166.146.245/docs/2017/BOS/20170110_856/866_01-10-17_1500_AGENDApacket.pdf#page=88)

#### Federal

The successful passage of the Fixing America's Surface Transportation Act in 2015, a five year federal transportation funding bill, resulted in very little activity in the federal transportation legislative arena in 2016.

## PROPOSED 2017 FEDERAL LEGISLATIVE PLATFORM

Each fall, the County Administrator's Office initiates the development of the coming year's Federal Legislative Platform by inviting members of the Board of Supervisors, Department Heads and key staff to provide recommended changes or additions to the current adopted Platform. The CAO staff also consults with the County's federal advocate, Mr. Paul Schlesinger, on the development of the Platform. In September, departments were invited to provide suggested changes to the Federal Platform by submitting input in writing.

The Legislation Committee reviewed the Draft 2017 Federal Platform at its Oct. 25, 2016 meeting and voted to recommend its adoption by the Board of Supervisors. The Transportation, Water, Infrastructure Committee (TWIC) also reviewed and approved the transportation-related components of the Platform. Consequently, the Proposed 2017 Federal Platform in a redline version (showing changes from 2016) is Attachment C and a clean-copy version is Attachment D. Changes to the Platform from previously adopted versions are indicated in **yellow highlight**.

### **FEDERAL FUNDING NEEDS**

**Changes from the 2016 Platform (as amended 8/2/16):** Removal of the following funding need is proposed, as it is considered unlikely to be received:

**5. Bay-Delta Area Studies, Surveys and Technical Analysis – \$2,500,000** for the Delta Counties Coalition to carry out technical analysis and planning associated with participation in the Bay-Delta Conservation Plan (BDCP) or implementation of any projects resulting from the Plan. The technical analysis and planning will focus on issues related to the planning of water delivery projects and conservation plans that are included in the BDCP. (*Attachment C, p. 2*)

Note: In addition to minor text changes to #3. Safe and Bright Futures for Children Exposed to Domestic Violence and Trauma, two transportation related projects previously included in this section (10. State Route 4 / Old River Bridge Study – \$1,000,000 and 11. Knightsen/Byron Area Transportation Study - \$300,000) were moved to the section addressing Federal Transportation Needs, as were projects in "Appropriations and Grants" that related to transportation funding (Kirker Pass Road Truck Climbing Lanes and Vasco Road-Byron Highway Connector), in order to consolidate transportation related projects into one section. These formatting changes are not reflected in the attached redline draft.

### **FEDERAL TRANSPORTATION NEEDS**

(Title revised from "Federal Transportation Act")

The text revisions proposed for 2017 are highlighted below:

1. **Vasco Road Safety Improvement Project** -- minor text change to reflect completion date (*Attachment C, p. 4*)

5. **Iron Horse Corridor Enhancement Program** -- minor text change to reflect project cost estimate of **\$25 million** (*Attachment C, p. 5*)

**\*Transportation Funding for Disabled, Low-income, and Elderly Persons**-- minor text change to support increased funding to **"expedite deployment of efficient new technologies and systems"** (*Attachment C, p. 6*)

### **APPROPRIATIONS AND GRANTS--SUPPORT POSITIONS**



Text revisions and one new support position for Stormwater Program funding are proposed for 2017:

**Buchanan Field Airport** – Text changes proposed including "development of a general aviation terminal/administration building" in necessary infrastructure improvements. (*Attachment C, p. 7*)

**Byron Airport** – Text change to include "road access and sewer and water connections" to needed utility and infrastructure improvements both on and around the Airport. (*Attachment C, p. 7*)

**Regional Habitat Planning and Conservation**– Minor text change to update years of funding support. (*Attachment C, p. 8*)

(*new support position*) **Stormwater Program Funding** - \$700,000 to fund additional compliance costs required by the Clean Water Act. The Regional Water Quality Control Board issues the County a Municipal Separate Storm Sewer System (MS4) permit every five years, requiring the County to remove pollutants from stormwater prior to entering the storm drain system. The County has a dedicated revenue source for funding stormwater services derived from an assessment on every parcel in the County, which generates about \$3 million per year in the unincorporated communities. The Regional Board recently issued a new MS4 permit that will increase costs dramatically over the next five years, starting next year with a 25% increase and the following year by an increase of almost five times current costs. In 2012, the County attempted to increase the parcel assessment for stormwater services but the voters turned it down. The County needs additional funding through the Environmental Protection Agency, the source of the MS4 requirements, to help pay for compliance costs. (*Attachment C, p. 9*)

## POLICY POSITIONS

The following text revisions and the addition of policies are proposed for 2017.

**Affordable Housing and Homeless Programs** –Text changes to include the **Emergency Solutions Grant** program. (*Attachment C, p. 9*)

**Child Care** – Text change to support any proposed continuation of the President’s “Preschool for All” Initiative meant to close America’s school readiness gap and ensure all children have access to quality care by expanding high quality learning opportunities for children 0-5.

New policy provision to support "Reauthorization of Head Start that includes consideration of a regional approach to determining eligibility and reforming the Head Start Designation Renewal System by suspending the use of the lowest 10 percent of the Classroom Assessment Scoring System trigger." (*Attachment C, p. 10-11*)

**Child Welfare and Well-being** – The addition of the following policy is proposed:

OPPOSE The Family First Prevention Services Act for our Children, an Act that would curtail California’s Continuum of Care Reform (CCR) efforts and would result in poor outcomes for especially vulnerable abused and neglected children. (*Attachment C, p. 12*)

**Community Development Block Grant, Emergency Solutions Grant and HOME Programs** – Text change to include the Emergency Solutions Grant program. (*Attachment C, p. 12*)

(*new policy position*) **Criminal Justice and Mental Health** – Contra Costa County supports the Mental Health and Safe Communities Act, which strengthens federal programs related to mental health in the criminal justice system by enhancing the ability of families and communities to identify mental illness; and the Comprehensive Justice and Mental Health Act, which would update the Mentally Ill Offender and Treatment Crime Reduction Act

(MIOTCRA) and facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance use systems to ensure that people with mental illnesses receive the support they need.

An increasing number of people with mental illnesses are coming into contact with the criminal justice system—with law enforcement, courts, jails and prisons, and probation and parole agencies—at a tremendous cost to taxpayers and public safety, as well as to these people and their families. According to a U.S. Department of Justice report, approximately 45 percent of people in federal prisons, 56 percent of people in state prisons, and 64 percent of people in local jails displayed symptoms of a mental health condition.

The County will also support the mental health and criminal justice provisions in legislation that support and expand bipartisan initiatives across the country, such as specialized law enforcement training, mental health courts, and other collaborative responses to people in the criminal justice system who have mental health and substance use treatment needs. The County will also support legislation that provides resources for programs in correctional facilities, as well as resources to improve reentry outcomes for people with mental illnesses released from incarceration back into the community, and authorizing the creation of a specialized National Criminal Justice and Mental Health Training and Technical Assistance Center. *(Attachment C, p. 12-13)*

**Habitat Conservation Planning** – Minor text change to note that HCPs are "locally controlled, regional". *(Attachment C, p. 14)*

*(new policy position)* **Habitat Conservation Permitting and Permit Alignment** – The County will advocate for and support efforts to align federal permits for natural resource impacts federal with permits already issued by the U.S. Fish and Wildlife Service pursuant to a locally-controlled, regional Habitat Conservation Plan (HCP), such as East Contra Costa County HCP. One good example of this is the U.S. Army Corps' issuance of Regional General Permit 1 which was designed to be consistent with the East Contra Costa County HCP. The alignment of permit requirements and processes improves the overall efficiency, predictability and effectiveness of natural resource regulation and project delivery. *(Attachment C, p. 14)*

*(new policy position)* **Homeless / Runaway Youth** –The County will support continued investment in the Runaway and Homeless Youth Act to ensure that all youth have access to housing and other critical services. Homelessness among young people is a serious issue. Homeless youth, sometimes referred to as unaccompanied youth, are individuals who lack parental, foster or institutional care. Homeless youth are at a higher risk for physical abuse, sexual exploitation, mental health disabilities, substance abuse, and death. It is estimated that 5,000 unaccompanied youth die each year as a result of assault, illness, or suicide. In Contra Costa County youth under the age of 18 years make up approximately 11% of the homeless population and two thirds of those youth reside in shelters on any given night. *(Attachment C, p. 15)*

*(new policy position)* **Human Trafficking** –Human Trafficking is the illegal recruitment, transportation, harboring, provision or obtaining of people (by force, fraud or coercion), typically for the purposes of forced labor or commercial sexual exploitation. Nearly 20.9 million people around the world fall victim to this multi-billion dollar industry. In the last two years Contra Costa partners on a Federal human trafficking grant have served over 240 victims of human trafficking.

The County will advocate for the following federal actions to insure support and services for victims of human trafficking, and the systems that help them:

- SUPPORT federal funding that effectively enables service providers to assist victims and law enforcement to prosecute traffickers. Because it takes a well-resourced multi-faceted approach to support victims and to insure traffickers are prosecuted support cross-system, comprehensive approaches to prevent human trafficking.

- SUPPORT efforts that increase the level of training, awareness, and funding to address promising practices related to labor trafficking (including the hospitality industry, restaurants, etc.). Victims of trafficking may be found everywhere— some may be found working against their will in hotels/motels for long hours for little or no pay. Labor trafficking has been found in diverse labor settings including domestic work, restaurants, nail salons, small businesses, large farms, and factories. *(Attachment C, p. 15)*

**(policy position replacement) Multi-Service Centers** – The County will support federal funding for the establishment and operation of coordinated service integration models such as SparkPoint, Service Integration Teams, Family Resource Centers, or Family Justice Centers. Multi-service centers often co-locate county and non-profit agencies working holistically to meet the needs of families. Centers can help individuals and families address immediate financial crises, build financial security, address abuse and violence, provide accessible, coordinated public services, and may, engage families in resident-driven efforts to revitalize their communities. (Attachment C, p. 16)

**(new policy position) Municipal Securities** – The County supports efforts to preserve, enhance and streamline the availability of tax-exempt financing to fund critical public infrastructure projects. For over 100 years, federal tax policy has granted a tax exemption on municipal bond interest to incentivize investment in local infrastructure projects. Also, the federal government has occasionally provided “direct subsidy bonds” that further mitigate borrowing costs to local government. (Attachment C, p. 16)

- **Preservation for the Tax-Exemption for Municipal Bonds:** The County will support the continued exemption of municipal bond interest.
- **Opposition to Repeal of the “Tower Amendment” to the Securities Acts Amendments of 1975:** The Tower Amendment to the Securities Acts Amendments of 1975 has prohibited the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) from directly or indirectly regulating state and local government issuers of municipal securities prior to the sale of those securities. The County will oppose any repeal of the Tower Amendment which would impose an additional federal regulatory oversight burden on local government issuers, in recognition that the states already have such authority.

**Public Housing Programs** – Minor text change to include the **Emergency Solutions Grant Program**. (Attachment C, p. 18)

**(new policy position) Sexual Assault** – Sexual violence affects millions of Americans – nearly every 2 minutes an American is sexually assaulted. The County will advocate for the federal actions to insure support for victims and survivors of sexual assault. (Attachment C, p. 19)

**SparkPoint, Service Integration** – Removed.

**Supplemental Nutrition Assistance Program (SNAP)** –Revisions to the policies as proposed: (Attachment C, p. 20)

- Increase SNAP benefits as a major and immediately available element of economic stimulus.
- Suspend the restrictions applying to ABAWDs. ("ABAWDs" stands for "Able-Bodied Adults without Dependents" and pertains to adults receiving food stamps who are considered employable.) They are subject to strict time limits on how long they can receive food stamps. It is difficult administratively to track this, and when unemployment is high, it can result in more adults going hungry.
- Increase SNAP benefit amounts to better meet recipients’ nutritional needs and support local economies.
- Adjust SNAP eligibility requirements to a) include currently excluded populations with significant need b) remove time limits and work requirements for Able-Bodied Adults Without Dependents (ABAWDS) and full-time students. ABAWDS and pertains to adults receiving food stamps who are considered employable.
- **OPPOSE** funding cuts or block granting the SNAP program.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.

## **PROPOSED 2017 STATE LEGISLATIVE PLATFORM**

Each fall, the County Administrator’s Office initiates the development of the coming year’s State Legislative Platform by inviting members of the Board of Supervisors, Department Heads and key staff, as well as the

Board's advisory bodies and the public, to provide recommended changes or additions to the current adopted Platform. In September, all were invited to provide suggested edits to the State Platform by submitting input in writing. Staff also consults with the County's state advocate, Ms. Cathy Christian and Mr. James Gross, and reviews the proposed legislative platforms of the Urban Counties Caucus (UCC) and the California State Association of Counties (CSAC) for consistency.

The County's Legislation Committee (Chair Glover and Vice Chair Mitchoff) reviewed and approved a Draft 2017 State Legislative Platform at its meeting on Oct. 25, 2016. Subsequent to that meeting, CAO staff received additional requested revisions from the Employment and Human Services Department (EHSD) and the Department of Conservation and Development (DCD). DCD staff recommended that policies from the “*Contra Costa Senior Policy Platform Policy Platform 2020*,” developed by a consortium of community-based organizations and County staff, be included as well. The Legislation Committee was not able to review these additional proposed revisions, but they were reviewed and approved by the County Administrator's Office and are proposed for the Board's consideration today. A redline version of the Proposed 2017 State Legislative Platform is Attachment E A clean copy is Attachment F.

Notable changes from the adopted 2016 State Platform are as follows.

## COUNTY SPONSORED LEGISLATION

### Authorizing/Enabling Legislation Regarding Title 5, California Code of Regulations (School Facilities Construction)

The County has been engaged in advocating for the reform of school siting policies for a number of years. Late in 2016 the California Department of Education (CDE) announced an effort to revise Title 5 to, among other things, “align school facilities and siting policies with state sustainability goals...” In meeting with CDE staff and our Legislative Delegation over the past 5 years it has become apparent that in order to revise Title 5 such that requirements (as opposed to guidance) can be established, a legislative solution may be necessary.

Staff of the Department of Conservation and Development will be exploring legislative strategies with CSAC and Mr. Mark Watts to determine how to achieve our goals. (*Attachment E, p.2*)

## LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

The Proposed 2017 State Platform includes only minor text changes to the prior advocacy priorities for the County, which include: (*Attachment E, p.3-4*)

**Priority 1: State Budget**

**Priority 2: Health Care**

**Priority 3: Water and Levees /The Sacramento-San Joaquin Delta**

**Priority 4: Realignment Implementation**

## STATE PLATFORM POLICY POSITIONS

The following are the proposed Platform policy position amendments for the 2017 State Platform:

### Climate Change

Addition of the following policies and amendments are proposed:

19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, **have Natural Community Conservation Plans or similar land conservation efforts that will address climate change** and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.). *The County has several good projects that would sequester carbon, such as Creek and wetland restoration projects. (Attachment E, p.8)*

**(new policy)** 20. SUPPORT efforts to ensure life-cycle costs are considered when planning new projects in the state. A key challenge for State and local agencies is funding the ongoing operation and maintenance of infrastructure. This includes all aspects of the built environment: buildings, roads, parks, and other infrastructure. As California begins to implement more aggressive climate goals, the State should be thinking about new methodologies for anticipating project costs. In particular, it is evident that California will need a different transportation system than the one we have currently, and that this new transportation system will be more expensive to maintain. Traditional accounting methods that look only at initial project cost lead to situations where infrastructure fails, at greater replacement cost than if ongoing operation and maintenance had been included from the beginning. This would include methodologies for internalizing the social and environmental costs of projects. *(Attachment E, p.8)*

**(new policy)** 21. SUPPORT revisions to the Public Resources Code and the Air Resources Board's Investment Plans to provide Cap and Trade funding for the conservation of natural lands, parks and open space through fee title acquisition as well as easements. *(Attachment E, p.8)*

**(new policy)** 22. OPPOSE changes to the California Environmental Protection Agency's protocols for designating disadvantaged communities which result in a reduction in the number or size of disadvantaged communities in Contra Costa County. Disadvantaged communities are prioritized for receipt of Greenhouse Gas Reduction Funds, the funding source for a number of state grant programs. *Contra Costa County has a number of communities and neighborhoods that are economically and socially disadvantaged and located near large, current and former industrial sites. These industrial operations contribute through the Cap and Trade program to the Greenhouse Gas Reduction Fund. The state designations should continue to reflect the disproportionately acute needs of these communities. (Attachment E, p.8-9)*

## **Elections**

Deletion of the following policy, due to passage of AB 450 (Allen), which permits in 2020 all counties to conduct general elections by mail, subject to standards: SUPPORT legislation that would add provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion, is proposed.

## **Flood Control and Clean Water**

Minor text changes to the following policy is proposed:

36. SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing ~~zoning~~ 200-year flood plain ~~mapping maps~~, and but if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County. (Attachment E, p.12)*

## **Health Care**

The following revisions are proposed:

62. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual (or multiple) diagnoses. Approaches **should include community-based providers and** could be modeled after current programs in place in safety net systems.



(Attachment E, p.15)

84. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities; preventing the use of tobacco, electronic smoking devices (e-cigarettes) and flavored tobacco by youth and young adults; eliminating exposure to second-hand and third-hand smoke; restrictions on advertising of electronic smoking devices; reducing and eliminating disparities related to tobacco use and its effects among specific populations; increasing the minimum age to 21 to purchase tobacco products; and the promotion of cessation among young people and adults. (Attachment E, p.17)

**(new policy)** 87. SUPPORT funding and policy changes to support developing a workforce with gerontological expertise to manage the exponential growth in the chronically ill aging population. (Attachment E, p.18)

89. SUPPORT ongoing study of the health impacts of global and regional climate change and ongoing countywide mitigation and adaptation efforts. (Attachment E, p.18)

90. SUPPORT efforts that would preserve the nature and quality and continuity of care associated with safety net services historically provided at the local level, such as the California Children's Services (CCS) and Child Health and Disability Prevention (CHDP) programs, which are being transitioned into managed care at the state level. (Attachment E, p.18)

**(new policy)** 91. SUPPORT efforts that promote aging in place through the utilization of long-term supports and services and caregiver support services. (Attachment E, p.18)

**(new policy)** 92. SUPPORT increasing the level of funding for Long-Term Services and Supports (LTSS) and Home and Community Based Services (HCBS) to meet the increase in cost to provide services and to meet the tremendous increase in the aging population. (Attachment E, p.18)

93. SUPPORT maintaining level or enhanced funding, streamlined processes and greater flexibility for use of State and Federal funding to respond to Public Health Emergency Preparedness initiatives including Pandemic Influenza, emerging diseases, and continued funding for all categories related to Public Health Preparedness, including Hospital Preparedness Program, Homeland Security, Cities Readiness Initiative and core Public Health Preparedness. (Attachment E, p.18)

95. SUPPORT increased funding for the public health infrastructure, capacity and prevention services as outlined in the public health components of the Affordable Care Act and the National Prevention and Public Health Fund. (Attachment E, p.19)

96. SUPPORT recognition of Local Public Health Departments as an authorized provider for direct billing reimbursement related to the provision of Immunization, Family Planning, HIV, STD and TB services. (Attachment E, p.19)

98. SUPPORT enhanced funding and capacity for public health programs, specifically: (Attachment E, p.19)

a. Prevention programs in the areas of chronic disease, specifically, obesity, diabetes, asthma and cancer.

b. Prevention and risk reduction programs in the area of HIV, STD, teen pregnancy, injury prevention as well as health promotion programs, such as nutrition and activity education;

c. Oral health programs, especially those which address the needs of children and those with oral health disparities.

~~a. Prevention programs in the areas of chronic disease, specifically oral health, obesity, diabetes, cancer, teen pregnancy and injury prevention as well as health promotion programs, such as nutrition and activity education;~~

d. Protecting the Prevention and Public Health Fund (PPHF), as established in the Affordable Care Act.

e. Increased resources dedicated to surveillance and prevention programs targeting chronic diseases such as cardiovascular, stroke, cancer, diabetes, and asthma, as well as injury and violence;

f. Combating infectious and emerging diseases, such as Zika, novel Influenza, Hepatitis B, Hepatitis C, Chlamydia, and seasonal Influenza and public health programs which provide screening, diagnosis, and treatment;

g. Provide for adequate State funding for children's programs, including the California Children's Services (CCS) program for clients who

are not Medi-Cal eligible to assure that counties are not overmatched in their financial participation; and  
h. Programs which seek to monitor and address the needs of Foster youth, especially those on psychotropic medication.  
i. Best practice programs which seeks to protect and enhance the health of pregnant women and that address maternal, child and adolescent health needs.  
~~f. Programs which seek to limit the effects of injury, violence and abuse on children and adults.~~

101. SUPPORT legislative efforts to reduce exposure to toxic air pollutants and the reduction of ~~CO2 emissions~~ greenhouse gases.  
(Attachment E, p.20)

**(policy revision)** 102. SUPPORT funding, policy and programs dedicated to suicide, injury and violence prevention. Additionally, support efforts aimed at reducing health disparities and inequities associated with violence against women, communities of color and the LGBT community. Programs which seek to limit the effects of injury, violence and abuse on children, seniors and persons with disability.  
~~SUPPORT funding, policy and programs dedicated to suicide and violence prevention.~~ (Attachment E, p.20)

103. SUPPORT funding, policy and program development aimed at reducing the misuse of prescription drugs, most especially opioids. Additionally, support funding and resources for local capacity to address new state laws regarding restrictions on the sale and use of powdered alcohol. ~~restrictions on the sale and use of powdered alcohol, which can lead to unsafe levels of intoxication if it is mixed incorrectly or ingested in its powdered form.~~ (Attachment E, p.20)

104. SUPPORT necessary County infrastructure and adequate funding related to education, regulatory, testing ~~the support~~ and enforcement functions ~~of newly passed~~ associated with the State Medical Marijuana regulatory controls. (Attachment E, p.20)

105. SUPPORT legislation such as AB 1357 and/or similar policy efforts to tax certain beverages that contain added sugars, by establishing a per fluid ounce health impact fee on sugar sweetened beverages at the distributor level. In addition, support ~~SB 203, a two-year bill, or similar~~ efforts which would create the Sugar Sweetened Beverage Safety warning act, which would require a safety warning on all sealed sugar sweetened beverages. (Attachment E, p.20)

**(policy revision)** 106. SUPPORT legislation and efforts that support healthy meals and adequate meal time for school-age children.  
~~SUPPORT legislation such as AB 292 (Santiago) and/or similar efforts that support healthy meals and adequate meal time for school-age children. The bill would require school districts, in addition to providing a nutritionally adequate free or reduced-price meal for each needy pupil each school day, to ensure that each of the schools in their respective jurisdictions makes available to its pupils adequate time to eat after being served lunch. The bill would declare that the State Department of Education specifies that an adequate time to eat school lunch is 20 minutes after being served. The bill would require a school that determines, upon annual review of its bell schedule, that it is currently not providing pupils with adequate time to eat, to identify and develop a plan to implement, in consultation with the school district, ways to increase pupils' time to eat lunch.~~ (Attachment E, p.20)

**(new policy)** 108. Support efforts to address the underlying determinants of health and health equity, such as housing and prevention of displacement, educational attainment and livable wage jobs, and accessible transportation. (Attachment E, p.21)

## Human Services

Addition and deletion of the following polices: (Attachment E, p. 21-28)

**(new policy)** 116. SUPPORT legislative efforts that allow for coordination of services and data, across state and county Departments that support aging and elder populations.

**(new policy)** 117. SUPPORT creation of a pilot program “Fostering Dignity in Aging,” to provide grant funding to counties to be used specifically for housing preservation and eviction prevention services of victims of elder and dependent adult abuse, exploitation, neglect, or self-neglect.

**(new policy)** 118. SUPPORT creation of funding opportunities and policies which promote the development of aging- friendly communities.

Text change to policy #121 to include Permanent Residents Under the Color of Law (PRUCOL) for CalFresh benefits.

**(new policy)** 129. SUPPORT efforts to increase CalFresh benefit amounts to better meet recipients’ nutritional needs, improve ease and accessibility of the CalFresh application and recertification processes, and adjust CalFresh eligibility requirements to include currently excluded populations with significant need.

**(new policy)** 130. SUPPORT efforts to restore cuts to the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program and reinstate the annual Cost of Living Adjustment (COLA.)

**(new policy)** 139. SUPPORT legislation to expand early care and education and increase funding for preschool and early learning, through a diverse and multi-faceted delivery system.

**(new policy)** 140. SUPPORT restoration of child development programs (pre-2011 funding) under Proposition 98 funding.

**(new policy)** 141. Support legislation that would clarify and streamline the definition of homelessness across categorical eligibility for child care services to homeless children.

**(new policy)** 142. Support legislation that would clarify the definition of “volunteer” in SB 792. Current law does not specify an established minimum of time spent in a child care facility to be considered a volunteer. SB 792, therefore, would apply to parents/grandparents coming to child care centers for one-time volunteer activities, to provide proof of vaccination.

**(new policy)** 143. SUPPORT the establishment of a 12-month child care assistance and graduated phase out that allows for tapered assistance to families whose income has increased at the time of re-determination, but still does not exceed the federal income limit of 85% of State Median Income.

**(new policy)** 146. SUPPORT continued and improved funding for implementation of Continuum of Care Reform.

**(new policy)** 147. SUPPORT child-specific approval for kinship caregivers (and non-related extended family members) to enable relatives to care for their related child/children, if in the child’s best interest, even if the relative/NREFM is not able or willing to be approved as a foster parent for their foster children

**(new policy)** 148. SUPPORT counties to access CWS/CMS to determine family’s child abuse history for the Resource Family Approval process.

**(new policy)** 149. SUPPORT efforts to improve and expand emergency food assistance networks’ (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need.

**(new policy)** 150. SUPPORT efforts that seek to address the impact of domestic violence and sexual assault and implement culturally relevant, trauma-informed responses, connect victims to services, and prevent domestic violence and sexual assault.

**(new policy)** 151. SUPPORT increased investments in housing for victims of domestic violence and human trafficking including the preservation of emergency and long-term housing options for victims.

**(new policy)** 152. SUPPORT efforts that prevent domestic violence homicide including assessment of risk for assault or lethal force throughout the criminal justice system.

**(new policy)** 153. SUPPORT investments in continuous training and coordination of training for all law enforcement officers, District Attorneys, Public Defenders, Judges and other court staff on issues of domestic violence, sexual assault, human trafficking, elder abuse and trauma informed approaches.

**(new policy)** 154. SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminal CalFresh eligibility when a recipient is detailed in a county jail for a period of less than a year.

**(new policy)** 155. SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program .



**(new policy)** 156. SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily.

**(new policy)** 157. SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs.

**(new policy)** 158. SUPPORT legislation and investments related to long-term care, senior housing affordability, medical service access, transportation, isolation and other quality of life issues to support aging with dignity.

Deletion of policy: SUPPORT legislation that authorizes juvenile courts to deny reunification services to a parent who has knowingly engaged in or consented to the sexual exploitation of the child.

Deletion of policy: SUPPORT revision of CalWORKs Program regulations to eliminate the Welfare to Work 24 Month Time Clock in order to provide clients with a full 48 months to participate in Welfare to Work activities.

Deletion of policy: SUPPORT efforts to increase CalFresh participation by eliminating Gross Income Test for all applicants, exempting Veteran's Benefits from any income test, increasing shelter deduction to average rate based on County of Residence (varied across State), and eliminating countable resources and/or expanding Modified Categorically Eligible regulations to all households.

Deletion of policy: SUPPORT efforts to simplify the CalFresh application process through the creation of a statewide telephonic and electronic signature system to reduce denials and discontinuances due to failure to provide.

Deletion of policy: SUPPORT expanding CalWORKs Homeless Services Program.

Deletion of policy: SUPPORT eliminating the Maximum Family Grant (MFG) Rule. MFG prevents families from receiving benefits for children conceived and born while receiving CalWORKs benefits.

### **Land Use/Community Development**

The following policy revisions are proposed: (*Attachment E, p. 29-30*)

164. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development and Priority Production Areas including in-fill and transit-oriented development. Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" and Sustainable Community Strategy principles Priority Production Areas are locally designated zones where manufacturing, warehousing, distribution and repair services would be a priority consideration in determining future land use.

165. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. This position supports a number of goals in Goals 2, 3 and 4 of the County General Plan Housing Element.

171. SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$24 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the inclusion of NCCPs for funding in allocations from Proposition 1. Support \$90 million for implementation of NCCPs and an additional \$100 million for watershed protection and habitat conservation in future park, water or natural resource bonds. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375, AB 32 as well as an appropriate tool for spending CAP Cap and Trade revenues.

Promote effective implementation of NCCPs as a top priority for the California Department of Fish and Wildlife. [Support an increase to \\$1.6 million for the California Department of Fish and Wildlife's Local Assistance Grant program.](#) Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council. [Support alignment of State and Regional of Water Board permits \(Section 401 clean water act and storm water permits\) and California Department of Fish and Wildlife Streambed Alteration Agreement \(Section 1602 of the Fish and Game code\) and other State natural resource permitting with California Endangered Species Act permitting through NCCPs to improve the overall efficiency, predictability and effectiveness of natural resource regulation.](#)

Deletion of policy: **OPPOSE legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact.**

## **Law and Justice System**

Addition of the following new policies: (*Attachment E, p. 32-33*)

182. SUPPORT legislation that requires boater's insurance. Currently, boaters are not required to carry insurance in California.

183. SUPPORT legislation that provides better funding for local agencies forced to deal with abandoned and sunken vessels and their environmental impacts.

189. SUPPORT legislative reform of current bail provisions that will replace reliance on money bail with a system that incorporates a pretrial risk assessment tool and evidence-based pretrial release decisions. *The current reliance on fixed bail schedules and commercial money bonds ignores public safety factors and unfairly penalizes poor people who are awaiting trial. Bail reform in this manner will ensure that only dangerous persons who cannot be safely supervised in the community while they are awaiting trial will be held in custody pretrial. Locally, our County has moved in this direction with an AB109 funded pretrial program. Many statewide organizations support bail reform. Among them are the ACLU, Californians for Safety and Justice, the California Public Defenders Association, and the California Attorneys for Criminal Justice.*

## **Pipeline Safety**

Addition of the following new policies: (*Attachment E, p. 35-36*)

199. SUPPORT legislation that contains specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults for all intrastate petroleum pipelines.

200. SUPPORT legislation that contains specific language for protection of all seasonal and all year creeks and all State Waterways where petroleum pipelines are present. New and replacement pipelines near environmentally and ecologically sensitive areas should use the best available technology including, but not limited to, the installation of leak detection technology, automatic shutoff systems or remote controlled sectionalized block valves, or any combination of these technologies to reduce the amount of oil released in an oil spill to protect state waters and wildlife.

201. SUPPORT legislation that contains specific language that requires the same standards for installation of Automatic Shutoff Valves or Remote Controlled Sectionalized Block Valves of owners and operators of intrastate petroleum pipelines located in High Consequence Areas or that transverse Active Seismic Earthquake Faults. To provide the location of existing valves and the proposed location of new valves to the State Fire Marshal's Office allowing their interaction with the process, to establish action timelines, to adopt standards for how to prioritize installation, to ensure that valves are installed as quickly as reasonably possible and to establish ongoing procedures for monitoring progress in achieving requirements.

## **Transportation**

The following revisions are proposed: (*Attachment E, p. 36-39*)

206. Minor text change to add "non-profit/community based transit." and "Marsh Creek Trails".

211. SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site transportation improvements for improved access to existing schools. The County ~~supports the will urge the~~ California Department of Education's current Title 5 update effort ~~to better leverage include removing the current conflict between current~~ school ~~facilities in developing siting policies and~~ sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."

**(policy revision)** 215. SUPPORT funding increases for active transportation projects and planning. Funding is needed for improved pedestrian infrastructure and enhancements and expansion of: trails, on-street bike facilities (Class II and III), and separated facilities (Class I and Class IV [cycle track]). Funding is also needed for corridor and "bicycle superhighway" planning, trail access improvements, overcrossings, intersection improvements, Class I - IV inter-connectivity projects (gap closures), wayfinding/signage projects, and facilities/designs identified in emerging best practices.

~~SUPPORT funding increases for active transportation projects including funding for enhancements and expansion of separated trails (Class I, cycle track) including corridor planning, trail access improvements, trail expansion/enhancements, overcrossings, intersection improvements, Class I trail inter-connectivity projects, and wayfinding/signage projects.~~

## ATTACHMENTS

Attachment B-- 2016 State Advocacy Year-End Report

Attachment A--2016 Federal Year-End Report

Attachment C: Proposed 2017 Federal Platform--redlined

Attachment D: Proposed 2017 Federal Platform--clean

Attachment E: Proposed 2017 State Platform--redlined

Attachment F: Proposed 2017 State Platform--clean

**TO:** David Twa, County Administrator  
Lara DeLaney, Senior Deputy County Administrator  
Contra Costa County

**FROM:** Cathy Christian

**DATE:** October 13, 2016

**RE:** 2016 Legislation and Legislative Issues for Contra Costa County

---

As another legislative year and two-year session come to a close, it's time to take stock of the events of 2016 and to look into the near future as the 2016 General Election is upon us. Despite the fact that the Legislature and Governor were not able to reach agreement on some pressing issues facing counties and the State, it was a productive year overall.

I have prepared a 1) synopsis of significant legislation; 2) a summary of issues of political import; 3) the Contra Costa County legislative advocacy program outcomes, and I have also included some information about the 17 Propositions that will appear on the November Ballot.

### **The Budget...**

On June 25<sup>th</sup>, the Governor signed another on-time State Budget. The \$167.6 billion plan included only about \$900 million more in GF appropriations than the revised 2014-2015 spending level. The Rainy Day fund received a total of about \$3.3 billion, bringing the total in the account to \$6.7 billion (approximately 54% of the goal).

K-12 school and community college funding grew to \$71.9 billion, the highest rate in California history. Per-pupil K-12 spending was increased \$440 from last year's level. UC and CSU tuition will remain at 2011-2012 levels.

The 2016-2017 budget begins to implement the state's new \$15 per hour minimum wage by raising the statewide minimum to \$10.50 per hour on January 1, and also funds the first COLA increase for SSI/SSP in over a decade. An additional \$145 million was appropriated for child care and early education programs. Also in the budget was a policy change to end the Maximum Family Grant in the CalWORKs program (*CCC Support Letter to Governor*).

State infrastructure improvements and maintenance will receive \$2 billion, with \$1.3 billion going to construction for State (owned) building purposes and \$270 million in lease-revenue bond authority for local jails and \$485 million from the

October 12, 2016

Page 2 of 13

GF for deferred maintenance at levees, state parks, universities, community colleges, prisons, state hospitals and other state facilities.

A few days after the main budget and trailer bills were signed by the Governor, the legislature passed another trailer bill, AB 1618, better known as the “No Place Like home” initiative. This bill and its companion “implementing legislation” (AB 1628), provide \$2 billion for the construction and rehabilitation of permanent supportive housing for homeless people with mental illness, through a competitive grant program for counties. The funding mechanism for this program provides for the issuance of \$2 billion in bonds, to be secured by Proposition 63 revenues. Governor Brown immediately signed AB 1618.

### **Better late than never...**

Not everything that was “in the works” for the budget actually made it into the budget and trailer bills. Of those subjects that were “punted” to the end of the legislative session (or even after, in subsequent Extraordinary Session), not all were addressed before the Legislature closed out the two-year session at midnight on August 31<sup>st</sup>.

One major budgetary issue that was resolved was cap-and-trade spending. A last minute agreement was reached to make \$900 million in appropriations to various programs covering clean vehicle rebates, black carbon wood smoke programs, transformative climate communities programs, urban greening, water efficiency, waste diversion, transportation programs and other climate change fighting programs. Approximately \$462 million was reserved for future appropriations.

### **Remains to be seen...**

Despite much negotiation and arm twisting, the legislature failed to move two expensive and controversial initiatives forward before the 2015-16 legislative session concluded. The first is transportation funding. The Governor, legislative leadership, labor and environmental groups were unable to craft a deal that would satisfy their constituencies, as well as the potential need for a 2/3 vote of the legislature to come up with a multibillion dollar transportation infrastructure plan. It is possible that the legislature comes back to address transportation funding needs before the 2017-2018 session begins. Senator Beall and Assemblymember Frazier have introduced bills in the First Extraordinary Session that propose a gas tax hike, a diesel tax hike and the charging of a \$165 annual fee on owners of electric vehicles (SBX1 1 Beall and ABX1 26 Frazier / CCC Support). There is no current plan for the legislature to meet before the next session begins, but if they do, it would likely not be until after the election on November 8<sup>th</sup>.

The second contentious and expensive issue that the legislature was not able to make significant progress on was affordable/low-income housing. Again, despite much negotiation, the Legislature was unable to reach an agreement with the

October 12, 2016

Page 3 of 13

Administration on the Governor's proposed \$400 million for low-income housing projects. Most of the controversy seemed to stem from the Governor's requirement that a "deal" include a "streamlined" plan that would allow developers to bypass ("by-right") traditional aspects of local control and oversight in development decision making. Assembly Speaker Rendon walked away from negotiations in mid-August, after weeks of inactivity.

All indications are that the Governor is intractably committed to streamlining development planning, much to the dismay of legislators and community groups who know that any significant legislative spending on housing (in a budget or in other legislation) will have to be signed by the Governor. (Senator Beall also attempted to put a \$3 billion housing bond on the ballot (SB 879), but that effort failed to make it out of the legislature. Short of a deal for an appropriation or a bond for housing, the legislature was able to send several housing related bills to the Governor including a handful of hotly debated bills on the subject of accessory dwelling units.

### **And also...**

There were a number of significant bills this year that are worth mentioning...

**AB 1921 (Gonzalez)** - Permits a vote by mail voter to who is unable to return his or her ballot to designate any person to return the ballot and prohibits a designated person from receiving any form of compensation based on the number ballots that person returns.

**Status: *Signed by Governor, Chapter 820, Statutes of 2016***

**AB 2686 (Mullin)** – Until January 1, 2021, as part of a pilot project, allows a county to conduct a legislative or congressional vacancy special election as a **mailed ballot election** if more than half the voters in the county are permanent vote by mail voters.

**Status: *Signed by Governor, Chapter 764, Statutes of 2016***

**SB 450 (Allen & Hertzberg)** - Permits specified counties (not CCC) beginning in 2018, and all other counties, beginning in 2020, to conduct elections in which every voter is mailed a ballot and, among other things, vote centers and ballot drop-off locations are available prior to and on election day, in lieu of operating polling places for the election.

**Status: *Signed by Governor, Chapter 382, Statutes of 2016***

**AB 2636 (Linder & Dababneh)** - Allows an official, if an electronic request for a certified copy of a birth, death, or marriage record is made, to accept an **electronic verification of identity** of the applicant using a remote identity proofing process, as specified, or a notarized statement of identity, to ensure the applicant is authorized under law to receive that record.



October 12, 2016

Page 4 of 13

**Status: *Signed by Governor, Chapter 527, Statutes of 2016***

**AB 1234 (de León)** - Relates to government private sector retirement savings plans, individual retirement accounts and individual retirement annuities. Requires the Secure Choice Retirement Savings Investment Board to implement the **Secure Choice Savings Program**.

**Status: *Signed by Governor, Chapter 804, Statutes of 2016***

**SBX2 2 (Hernandez)** - Establishes a new **managed care organization provider tax** on licensed health care service plans, managed care plans contracted to provide Medi-Cal services, and alternate health care service plans. Establishes applicable taxing tiers and per enrollee amounts.

**Status: *Signed by Governor, Chapter 2, Statutes of 2015-2016 2<sup>nd</sup> Extraordinary Session***

**AB 1066 (Gonzalez)** - Provides for the phasing in of **overtime requirements for agricultural workers**, over the course of a specified multi-year period.

**Status: *Signed by Governor, Chapter 313, Statutes of 2016***

**AB 2835 (Cooper)** - Requires certain public employers to provide newly hired employees a specified **public employee orientation** within a certain number of months of hiring. Requires, if employees are represented, that an exclusive representative be given certain notice in advance of the orientation. Requires that a representative be permitted to make a presentation. Requires an affected public employee to provide certain employee information to a representative.

**Status: *Died on Senate Inactive File***

**SB 1170 (Wieckowski)** – Prohibits local public agencies, including charter cities, from delegating to a contractor the development of a **storm water pollution prevention plan** and prohibits public agencies from requiring a contractor on a public works contract that requires compliance with any of these plans to assume responsibility for the completeness and accuracy of the plan.

**Status: *Held on Assembly Appropriations Committee Suspense File (CCC Oppose)***

**AB 1399 (Baker)** - Allows an individual to designate on his or her tax return that a specified amount in excess of tax liability be transferred to the **State Domestic Violence Victims Fund** created by this Act.

**Status: *Signed by Governor, Chapter 289, Statutes of 2016 (CCC Support)***

October 12, 2016

Page 5 of 13

**SB 1322 (Mitchell)** - Provides that a **minor engaged in commercial sexual activity** will not be arrested for a prostitution offense and directs a law enforcement officer who comes upon a minor engaged in a commercial sexual act to report the conduct or situation to county social services as abuse or neglect.

**Status: *Signed by Governor, Chapter 654, Statutes of 2016***

**SB 813 (Leyva)** – Removes the **statute of limitation for the prosecution of rape**, sodomy, lewd or lascivious acts, continuous sexual abuse of a child, oral copulation, and sexual penetration.

**Status: *Signed by Governor, Chapter 777, Statutes of 2016***

**SB 32 (Pavley)** - Requires the State Air Resources Board to approve a **statewide greenhouse gas emissions limits** that are the equivalent to 40% below the 1990 level to be achieved by 2030 and to adopt rules and regulations to achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions.

**Status: *Signed by Governor, Chapter 249, Statutes of 2016***

**AB 197 (E. Garcia)** - Requires the **State Air Resources Board** to make available, and update annually, on its Internet Web site, the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the board and air districts. Adds two legislators as non-voting members of CARB.

**Status: *Signed by Governor, Chapter 250, Statutes of 2016***

### **And when the dust settled...**

The last day for Governor Brown to act on legislation in the 2015-2016 session was September 30<sup>th</sup>. This year, the Governor vetoed the highest percentage of bills in either of his terms as Governor (15.1%). On his desk for 2016 were 1,059 bills. Of them, 159 were vetoed and only one bill this year was enacted without his signature.

The next significant date for the Legislature is, of course, General Election Day (November 8<sup>th</sup>). The 2015-2016 Legislative Session will adjourn, Sine Die, on November 30<sup>th</sup> and the 2017-2018 Legislative Session will begin when legislators return to Sacramento at noon on December 5<sup>th</sup>. Unless otherwise specified, statutes enacted in the regular session take effect on January 1, 2017.



October 12, 2016

Page 6 of 13

## State Ballot Propositions

**Proposition 51 – School facility construction bonds:** Authorizes \$9 billion in general obligation bonds for new construction and modernization schools and community colleges.

**(Support:** CBIA, PTA, CalChamber **Opposition:** Governor Brown, CA Taxpayers Action Network)

**Proposition 52 – Hospital fees:** Requires voter approval to change the dedicated use of certain fees from hospitals used to draw matching federal money and fund Medi-Cal services and requires a 2/3 majority vote of the California Legislature to end the hospital fee program.

**(Support:** CHA, Dignity Health, Sutter Health **Opposition:** SEIU)

**Proposition 53 - Bond issuance:** Requires statewide voter approval before any revenue bonds can be issued or sold by the State for specified State projects if the bond amount exceeds \$2 billion.

**(Support:** Cortopassi, various anti-tax organizations **Opposition:** Governor Brown, CSAC, Labor, CalChamber)

**Proposition 54 - Legislative openness:** Prohibits the Legislature from passing any bill unless it has been in print and published on the Internet for at least 72 hours before the vote, except in cases of public emergency.

**(Support:** Charles Munger, CalChamber, League of Cities **Opposition:** Californians for an Effective Legislature – Maviglio)

**Proposition 55 - Tax extension for education and healthcare:** Extends the personal income taxes approved in 2012 (Proposition 30) for 12 years in order to fund education and healthcare.

**(Support:** Teachers, Labor, Hospitals **Opposition:** CalChamber, Howard Jarvis, NFIB)

**Proposition 56 – Tobacco tax:** Increases the cigarette tax by \$2.00 per pack, with equivalent increase on other tobacco products and electronic cigarettes containing nicotine.

**(Support:** Hospitals, Labor, CMA, Blue Shield **Opposition:** Philip Morris, R.J. Reynolds)

**Proposition 57 – Criminal sentences:** Increases parole and good behavior opportunities for felons convicted of nonviolent crimes and allowing judges, not prosecutors, to decide whether to try certain juveniles as adults in court.

October 12, 2016

Page 7 of 13

**(Support:** Governor Brown, Dem Party, Reed Hastings **Opposition:** DA's, Crime Victims United, Law Enforcement)

**Proposition 58 – English immersion:** Repeals most of the 1998 Proposition 227, the "English in Public Schools" Initiative, thus effectively allowing non-English languages to be used in public educational instruction. Placed on the ballot per SB 1174 (Lara) from 2014.

**(Support:** CTA, School Administrators **Opposition:** Ron Unz)

**Proposition 59 – Citizens United: (Advisory Question)** Asks whether California's elected officials should use their authority to propose and ratify an amendment to the federal Constitution overturning Citizens United.

**(Support:** NextGen CA, Common Cause **Opposition:** ???)

**Proposition 60 – Condoms in adult films:** Requires performers in adult films to use condoms during filming of sexual intercourse.

**(Support:** AIDS Healthcare Foundation **Opposition:** AIDS Project LA, Free Speech Coalition, Adult film industry)

**Proposition 61 – State agency drug costs:** Prohibits state agencies from paying more for a prescription drug than the lowest price paid for the same drug by the United States Department of Veterans Affairs.

**(Support:** AIDS Healthcare Foundation, CNA **Opposition:** Pharma)

**Proposition 62 – Death penalty repeal:** Repeals death penalty as maximum punishment for murder and replaces it with life imprisonment without possibility of parole. Applies retroactively to persons already sentenced to death.

**(Support:** Reed Hastings, Nicholas McKeown, Lt. Gov. **Opposition:** CPOA, PORAC. Misc. Law Enforcement)

**Proposition 63 – Ammunition magazines:** Prohibits possession of large-capacity ammunition magazines, and requires their disposal by sale to dealer, destruction, or removal from state. Requires most individuals to pass background check and obtain Department of Justice authorization to purchase ammunition.

**(Support:** Lt. Gov., Dem Party, CMA **Opposition:** NRA, CA Rifle & Pistol Assoc.)

**Proposition 64 - Marijuana legalization:** Legalizes marijuana and hemp under state law and imposes sales and cultivation taxes.

**(Support:** Sean Parker, Drug Policy Action, ACLU **Opposition:** Teamsters, CHA, DAs, Sheriffs, PORAC)

October 12, 2016

Page 8 of 13

**Proposition 65 - Carry-out bags:** Redirects money collected from the sale of carry-out bags by grocery or other retail stores to a special fund administered by the Wildlife Conservation Board.

**(Support:** Bag Manufacturers **Opposition:** Enviros, CAs Against Waste)

**Proposition 66 – Death penalty appeals:** Changes procedures governing state court appeals and petitions challenging death penalty convictions and sentences and imposes time limits on state court death penalty review.

**(Support:** CCPOA, PORAC **Opposition:** Lt. Gov., Reed Hastings, ACLU, NAACP)

**Proposition 67 – Single-use plastic bags: (Referendum)** Would ratify a state law previously approved by the Legislature and the Governor banning single-use plastic bags if approved.

**(Support:** Albertsons Safeway, CA Grocers, CAs Against Waste **Opposition:** Bag Manufacturers)

### **Contra Costa County Sponsored Legislation**

**AB 1692 (Bonilla)** - Allows the Contra Costa County Board of Supervisors to make the terms and conditions of disability retirement allowances currently available to Tier Three members of the Contra Costa County Employees' Retirement Association applicable to non-safety members subject to the retirement benefit formula specified in the Public Employees' Pension Reform Act of 2013.

**Status: *Signed by Governor, Chapter 123, Statutes of 2016 (CCC Support / Sponsor)***

### **Contra Costa County Advocacy Legislation**

**AB 45 Mullin** - Requires CalRecycle, in consultation with affected industries, to adopt one or more model ordinances for a comprehensive program for the collection of Household Hazardous Waste for adoption by a local jurisdiction that provides for the residential collection and disposal of solid waste.

**Status: *Died in Senate Environmental Quality (CCC Oppose)***

**AB 171 (Irwin)** - Modifies the formula by which the Department of Veterans Affairs allocates state funds to county veterans service officers, and adds reporting requirements to help determine how effectively and efficiently state funds are being spent.

**Status: *Died on Senate Inactive File (CCC Support)***

October 12, 2016

Page 9 of 13

**AB 203 (Obernalte)** - Extends the deadline to file a petition for redetermination of the state responsibility area fire prevention fee from 30 days to 60 days. Reestablishes the fire prevention fee at its current level (\$152.33) and on July 1, 2017 and annually thereafter allows the Board of Forestry to adjust the fee.

**Status: *Died on Assembly Inactive File (CCC Support)***

**AB 1051 (Maienschein)** - Requires the Department of Health Care Services to increase provider reimbursement rates for the 15 most common dental services provided in the Denti-Cal program to average commercial rates.

**Status: *Held on Senate Appropriations Suspense File (CCC Support)***

**AB 1159 (Gordon)** - Establishes a product stewardship program for home-generated medical sharps and household batteries until January 1, 2024, and requires CalRecycle to adopt regulations by January 1, 2017.

**Status: *Died on Assembly Appropriations Suspense File (CCC Support)***

**AB 1335 (Atkins)** - Establishes the Building Homes and Jobs Act of 2015 (the Act) to provide funding for affordable housing.

**Status: *Died on Assembly Third Reading (CCC Support)***

**AB 1399 (Baker)** - Authorizes the addition of the California Domestic Violence Victims Fund checkoff to the personal income tax return upon the removal of another voluntary contribution fund from the return, or as soon as space is available.

**Status: *Signed by Governor, Chapter 289, Statutes of 2016 (CCC Support)***

**AB 1554 (Irwin)** - Prohibits the Department of Alcoholic Beverage Control from issuing a license to manufacture, distribute, or sell powdered alcohol.

**Status: *Signed by Governor, Chapter 742, Statutes of 2016 (CCC Support)***

**AB 1568 (Bonta & Atkins)** - Enacts the Medi-Cal 2020 Demonstration Project Act, administered by the Department of Health Care Services which implements the Special Terms and Conditions (STC) approved by the federal Centers for Medicare and Medicaid Services, including the Dental Transformation Initiative, the Whole Person Care program and the evaluations required under the STCs.

**Status: *Signed by Governor, Chapter 42, Statutes of 2016 (CCC Support)***

October 12, 2016

Page 10 of 13

**AB 1618 (Asm. Budget)** - Makes necessary statutory and technical changes to implement the Budget Act of 2016 related to the No Place Like Home Program to further the development of permanent supportive housing for persons who are in need of mental health services and are homeless, chronically homeless, or at risk of homelessness.

**Status: *Signed by Governor, Chapter 43, Statutes of 2016 (CCC Oppose)***

**AB 1708 (Gonzalez)** - Imposes mandatory minimum 72 hours in custody for persons convicted of purchasing commercial sex with specified times servable as work furlough and recasts the crime of prostitution.

**Status: *Vetoed (CCC Support)***

**AB 1713 (Eggman)** - Prohibits the construction of a peripheral canal in the Sacramento-San Joaquin Delta unless certain requirements are met.

**Status: *Died on Assembly Appropriations Suspense File (CCC Support)***

**AB 1758 (Stone)** - Extends the time period for meeting the State Advanced Services Fund program goal and specifies the advanced communication services threshold speeds to be met in achieving the goal.

**Status: *Died in Assembly Utilities and Commerce Committee (CCC Support)***

**AB 1897 (Mullin)** - Directs the Department of Social Services to create an optional "birth through entering first grade" category of day care licensure.

**Status: *Died on Assembly Appropriations Suspense File (CCC Support)***

**AB 2128 (Achadjian)** - Limits the power of a county clerk or the State Register to reject a power of attorney from a member of the Armed Forces stationed overseas and seeking to marry "by proxy."

**Status: *Signed by Governor, Chapter 130, Statutes of 2016 (CCC Support)***

**AB 2263 (Baker)** - Standardizes the confidentiality protections for Safe at Home (SAH) program participants, regardless of whether their participation is based on their status as victims of domestic violence, stalking, or sexual assault, or on their status as a patient, employee, or volunteer at a reproductive health care clinic and requires the Secretary of State to provide SAH enrollees with information about how to protect their privacy on real property records.

October 12, 2016

Page 11 of 13

**Status: *Signed by Governor, Chapter 881, Statutes of 2016 (CCC Support)***

**AB 2502 (Mullin & Chiu)** - Authorizes the legislative body of a city or county to establish inclusionary housing requirements as a condition of the development of residential units.

**Status: *Died in Assembly Local Government (CCC Support)***

**AB 2583 (Frazier)** - Places new requirements on the approval, financing, and operation of any new conveyance facility in the Sacramento-San Joaquin Delta.

**Status: *Died in Assembly Water, Parks and Wildlife (CCC Support)***

**AB 2788 (Gatto)** - Requires the Division of Oil, Gas, and Geothermal Resources' emergency regulations related to underground gas storage projects to remain in effect until the regulations are either made permanent, amended, or repealed.

**Status: *Died in Senate Energy, Utilities and Communications (CCC Oppose)***

**SB 554 (Wolk)** - Extends the July 1, 2018, sunset date for the Delta Levee Subventions program by two years. Specifically, this bill maintains the state's 75% maximum share for Delta levee maintenance costs in excess of \$1,000 per mile until July 1, 2020.

**Status: *Vetoed (CCC Support)***

**SB 815 (Hernandez & de León)** - Enacts the statutory provisions of "Medi-Cal 2020," the state's recently approved five-year federal Section 1115 waiver, which runs through December 31, 2020.

**Status: *Signed by Governor, Chapter 111, Statutes of 2016 (CCC Support)***

**SB 819 (Huff)** - Prohibits the purchase, sale, offer for sale, distribution, manufacture, possession, or use of powdered alcohol and requires the Department of Alcoholic and Beverage Control to revoke the license of any licensee who manufacturers, distributes, or sells powdered alcohol.

**Status: *Signed by Governor, Chapter 778, Statutes of 2016 (CCC Support)***

**SB 839 (Sen. Budget)** – Resources Trailer Bill.

**Status: *Signed by Governor, Chapter 340, Statutes of 2016 (CCC Oppose Unless Amended, letter not dated approx. 6/17/16)***

October 12, 2016

Page 12 of 13

**SB 867 (Roth)** - Extends until January 1, 2027, the Maddy Emergency Medical Services Fund, which authorizes each county to levy an additional \$2 for every \$10 of criminal fines to establish an emergency medical services fund for reimbursement of costs related to emergency medical services based on fees on criminal convictions.

**Status: *Signed by Governor, Chapter 147, Statutes of 2016 (CCC Support)***

**SB 1113 (Beall)** - Authorizes a county, or a qualified provider operating as part of the county mental health plan network, and a local educational agency to enter into a partnership for the provision of Early and Periodic Screening, Diagnosis, and Treatment mental health services.

**Status: *Vetoed by Governor (CCC Support)***

**SB 1170 (Wieckowski)** - Prohibits local public agencies, including charter cities, from delegating to a contractor the development of a storm water pollution prevention plan, a water pollution control program, or any other plan required by a Regional Board to prevent or reduce water pollution or runoff on a public works project.

**Status: *Died on Assembly Appropriations Suspense File (CCC Oppose)***

**SB 1174 (McGuire)** - Adds “acts of clearly excessive prescribing, furnishing, or administering psychotropic medications to a minor without a good faith prior examination of the patient and medical reason” to the Medical Board of California’s list of priority cases for investigation and prosecution.

**Status: *Signed by Governor, Chapter 840, Statutes of 2016 (CCC Support)***

**SB 1291 (Beall)** - Requires a mental health plan review to be conducted annually by an external quality review organization that includes specific data for specific data for Medi-Cal eligible minor and non-minor dependents in foster care.

**Status: *Signed by Governor, Chapter 844, Statutes of 2016 (CCC Support)***

**SB 1300 (Hernandez)** - Imposes a quality assurance fee on each transport provided by an emergency medical transport provider in accordance with a prescribed methodology. Requires the resulting revenue to be placed in a continuously appropriated fund to be used to provide additional Medi-Cal reimbursement to emergency medical transport providers, to pay for state administrative costs, and to provide funding for health care coverage for Californians.



October 12, 2016

Page 13 of 13

**Status: *Vetoed (CCC Support)***

**SB 1386 (Wolk)** - Requires the Air Resources Board to approve and implement the comprehensive short-lived climate pollutant strategy to achieve, from 2013 levels, a 40% reduction in methane, a 40% reduction in hydrofluorocarbon gases, and a 50% reduction in anthropogenic black carbon, by 2030.

**Status: *Signed by Governor, Chapter 395, Statutes of 2016 (CCC Support)***

**ABX2 18 (Bonilla)** - Imposes a \$0.05 per drink tax on all spirits-based cocktails purchased in restaurants, bars, and other venues in the state to fund developmental disability services and other health programs.

**Status: *Died in Assembly (John Gioia letter in Support)***



## ALCALDE &amp; FAY

GOVERNMENT &amp; PUBLIC AFFAIRS CONSULTANTS

January 17, 2017

**To:** David Twa, County Administrator  
Lara DeLaney, Senior Deputy County Administrator

**From:** Paul Schlesinger  
Anne Cullather  
Perrin Badini

**Re:** 2016 Federal Year End Report

---

Despite an increasingly partisan and immobilized Congress, and the continuing restrictions on earmarks, we are pleased to report significant progress on several fronts important to Contra Costa County.

**Army Corps Projects**

Funding was obtained for water resources projects that are high on the County's priority list. In the years since Congress imposed an earmark ban on itself, there are two ways to secure funding for local priorities; work with the Administration to have it budgeted in the Administration's budget request – with such amounts routinely approved by Congress - and utilizing provisions funded in appropriations bills that provide additional, unallocated funding for the Army Corps, with instructions that the Corps itself determine how these additional monies are spent as part of a work plan to be submitted to Congress.

We were pleased to work with you in securing, as part of the Army Corps work plan prepared for FY '16 and released in February, an additional \$810,000 for San Pablo Bay/Mare Island Strait (in addition to the \$1.18 million initially requested by the Administration), and an additional \$1.1 million for the Suisan Bay Channel (in addition to the \$3.25 million initially requested by the Administration).

With regard to FY '17, the federal government is now operating pursuant to a Continuing Resolution (CR) through April 28; with programs operated at generally the same funding levels as in FY '16. While the House and Senate have passed appropriations bills for the Army Corps of Engineers, with funding levels for specific projects reflecting those requested by the Administration, these bills, and the individual project amounts, have not been approved.

For our projects, the amounts included in the Senate and House appropriations bill are as follows:

San Pablo Bay and Mare Island Strait:	\$2.025 million
Suisun Bay Channel:	\$4.031 million

We are working now to secure/increase funding for our Corps projects as part of the FY '17 work plan, as well as having them included in the President's budget request for FY '18. Toward this end, draft letters have been distributed to our Congressional delegation to send to the Army Corps and Office of Management and Budget once the new Administration has been installed.

It is certainly worth noting that while the support of Senator Boxer will be missed, Senator Harris has been assigned to the Environment and Public Works Committee, which has authorizing jurisdiction over the Corps. Also, Congressman DeSaulnier has been successful in his efforts to seek a position on the House Committee on Transportation and Infrastructure, which has this same jurisdictional authority in the House. Hence, they will both become quite immediately important to our efforts with regard to all of our efforts with the Corps.

### **Advocacy related to the Sacramento-San Joaquin Delta**

We have been pleased to work extensively with County officials and staff in advocating before the federal government to achieve the County's objectives with regard to the Delta. These efforts have generally been in conjunction with other federal advocates working on behalf of their clients; the other members of the Delta Counties Coalition (DCC). Moreover, we have assisted the County in playing a lead role within the DCC on developing and implementing Delta strategies as they relate to the Army Corps of Engineers.

During DCC trips to Washington, we have secured meetings with senior Corps officials, in addition to coordinating scheduling for the DCC and arranging for many of the meetings that have been scheduled with Congress and the Executive Branch. We have certainly been the lead among DCC advocates with regard to work not just with the Corps and the Office of Management and Budget, but with the House Committee on Transportation and Infrastructure, the Senate Committee on Environment and Public Works, the Senate and House Appropriations Committees, Senators Boxer and Feinstein, and Congressmen DeSaulnier, McNerney, Thompson, Swalwell, and Huffman.

Related to our work with the County on the Delta, we provided a channel of communication and information between the County and the Hill on the various iterations of drought-related legislation that were moving over the course of the year.

On a closely related issue, we monitored legislation on the Hill related to the San Luis Drain, and worked with County staff to draft correspondence on this matter.

### **Funding for Mount Diablo Mercury Mine Clean-up**

We continued to work this year toward securing federal funding in the amount of \$483,000 for clean-up of the Mount Diablo Mercury Mine. Given the current moratorium on earmarks, we recognized that it would not be possible to secure a line-item appropriation for this important project. But, with the language that we had worked to include in the Statement of Managers accompanying a previous Water Resources Development Act (WRDA), specifically directing the Army Corps to give priority consideration to the Mount Diablo Cleanup when allocating funds made available for the Remediation of Abandoned Mine Sites program (RAMS), we also recognized that any funding made available in Appropriations bills for the general RAMS program is almost certain to be provided for our project.

We are pleased that the Senate Appropriations bill, at the County's request, includes again \$2 million for the RAMS program, despite the fact that no such funds were requested by the Administration. Senator Feinstein, in her role as ranking Democrat on Senate Appropriations Subcommittee on Energy and Water Development, has been the champion in securing funding for this program. Her staff has been quite explicit in telling us that the funding is intended to assist with our project. In separate and ongoing discussions that County staff and I had during the year with Corps staff responsible for implementing this program, we understand their intent to make available for our project such funds as might be necessary and timely for its moving forward. So, it would appear that there will be sufficient funds to allow the Corps to provide the \$483,000 we require for Mount Diablo at such time as we are ready to use it.

### **Other Advocacy Projects**

From the County's extensive legislative program, we were asked to work particularly on several appropriations issues. As indicated earlier, appropriations bills for FY '17, the fiscal year which began on October 1, have yet to be enacted. Separate appropriations measures have made various degrees of progress in the Senate and House, and so some pertinent amounts on programs of interest can be identified as follows:

➤ **Defending Childhood/Children Exposed to Violence Program**

Request = \$23 million in the Commerce, Science and Justice (CJS) Appropriations Bill (equal to the President's budget request)

- Senate: The CJS appropriations bill would provide \$8 million for this initiative, which is equal to the FY '16 enacted level but does not include the additional \$15 million requested by the President to expand the program.
- House: The CJS bill approved by Committee does not provide any funding for this initiative, which continues the Committee's recent trend of zeroing out this program in CJS appropriations bills. Democrats on the Committee, as they have also done in recent years, noted their disappointment in the bill's elimination of this program's funding.

➤ **Emergency Management Performance Grant (EMPG)**

Request = \$350 million in the Homeland Security (DHS) Appropriations Bill

- Senate: The DHS appropriations bill approved by Committee would provide \$350 million for the EMPG program, which is equal to the FY '16 enacted level and the President's request.
- House: The DHS appropriations bill approved by Committee would provide \$350 million for the EMPG program, which is equal to the FY '16 enacted level and the President's request.

➤ **Training and Employment Services Grants to States (core formula grants authorized under Workforce Innovation and Opportunity Act)**

Request = \$2.848 billion in the Labor, Health and Human Services, and Education (L-HHS-ED) Appropriations bill

- Senate: The L-HHS-ED appropriations bill approved by Committee would provide \$2.636 billion for these core formula programs, approximately \$73.8 million less than the FY '16 enacted level and \$211 million less than the President's request.
- House: The House L-HHS-ED appropriations bill approved by Committee would provide about \$2.729 billion for these core formula programs, about \$20 million more than the FY '16 enacted level and \$119 million less than the President's request.

➤ **Workforce Data Quality Initiative (WDQI)**

Request = \$40 million in the Labor, Health and Human Services, and Education (L-HHS-ED) Appropriations bill (equal to the President's budget request)

- Senate: The L-HHS-ED appropriations bill approved by Committee would provide \$6 million for the WDQI, which is equal to the FY '16 enacted level.

- House: The House L-HHS-ED appropriations bill approved by Committee would provide \$6 million for the WDQI, which is equal to the FY '16 enacted level.

➤ **Institute of Museum and Library Services (IMLS)**

Request = \$230 million in the Labor, Health and Human Services, and Education (L-HHS-ED) Appropriations bill, consistent with previous year's funding.

- Senate: The L-HHS-ED appropriations bill approved by Committee would provide \$231 million for the IMLS, which slightly exceeds the FY '16 enacted level.
- House: The House L-HHS-ED Appropriations bill, as approved by Committee provides \$230 million

In addition to managing the issues on the County's legislative platform, and given the dynamic nature of events in Washington, we have also brought various matters of interest to the County's attention and assisted the County when new matters surfaced that required attention or communication with our delegation. Below are a few examples that illustrate the breadth of our support for the County:

- Notified County of potential developments related to tax exempt treatment of municipal bonds
- Notified County of developments related to climate change programs
- Assisted County with advocacy on the National Guard bonus issue, a matter which has now been satisfactorily resolved
- Notified County about Rail Safety Infrastructure grant opportunities

Activities such as these certainly contribute to the long-held perception around Capitol Hill and elsewhere in Washington that Alcalde & Fay serves as the County's office here in town; a place that these offices can call, trusting that they will be communicating, if through an agent, with appropriate County officials.

As always, it has been a privilege to represent the County with its efforts as they relate to the federal government. We would be pleased to elaborate on any aspect of this work, and look forward to continuing work on your behalf in the year ahead.



# PROPOSED 20167 FEDERAL LEGISLATIVE PLATFORM

---

Contra Costa County



## 2016~~7~~ FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation.

### FEDERAL FUNDING NEEDS

*The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases his-a budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.*

**1. Emergency Operations Center (EOC) - \$350,000,000** for state and local efforts to sustain and enhance the effectiveness of their emergency management programs for all hazards preparedness. In FY 2015, California received more than \$27.8 million, the highest funded-state in the country, of which more than \$15.5 million was sub-allocated to approximately the 58 county Operational Areas (OAs) for critical hazard preparation activities. Last year California's Office of Emergency Services (Cal OES), in accordance with program guidelines, prioritized the building, sustainment, and delivery of all-hazards emergency management capabilities in the following areas: Planning, organization, equipment acquisitions, training, exercises, Emergency Operations Center (EOC) construction and renovation, and maintenance and sustainment. Of particular interest to Contra Costa County is the allowance for funds to be expended for EOC construction and renovation, as the County is seeking funding for the development of an EOC.

**2. Delta LTMS-Pinole Shoal Management, CA – \$4,500,000** for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. (Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010; \$0 FFY 2011-2013; \$930,000 FFY 2014.)

**3. Safe and Bright Futures for Children Exposed to Domestic Violence and Trauma** – \$400,000 to implement the federally funded plan to diminish the damaging effects of domestic violence, and exposure to early trauma on children and adolescents and to stop the cycle of intentional injury and abuse. A three year assessment and planning process resulted in a program plan that is working to align and create a system responsive to the needs of children exposed to domestic violence and trauma through identification, early intervention; raising awareness;

Comment [VT1]: Susan Jeong, EHSD



training professionals; utilizing and disseminating data; establishing consultation teams to support providers in intervening and using best practices; and developing targeted services. Exposure to domestic violence and trauma reshapes the human brain and is the primary cause of trauma in children's lives. It influences personality, shapes personal skills and behaviors, impacts academic performance, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. Exposure to domestic violence and trauma is associated with greater rates of substance abuse, mental illness, and adverse health outcomes in adulthood, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. (Note: \$428,000 appropriated for FFY 2009; \$550,000 for FFY 2010.)

**4. Mt. Diablo Mercury Mine Clean-up – \$483,000** for the Army Corps of Engineers to complete the Technical Planning Process for the clean-up project at the source and downstream area of the Mt. Diablo Mercury Mine. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the area impacted by the Mt. Diablo Mercury Mine. Several phases of the planning process have been completed, and this appropriation will allow the Corps to continue the planning process, which will include looking at watershed issues downstream of the mercury mine. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. (Note: \$517,000 appropriated in FFY 2008.)

~~**5. Bay Delta Area Studies, Surveys and Technical Analysis – \$2,500,000** for the Delta Counties Coalition to carry out technical analysis and planning associated with participation in the Bay-Delta Conservation Plan (BDCP) or implementation of any projects resulting from the Plan. The technical analysis and planning will focus on issues related to the planning of water delivery projects and conservation plans that are included in the BDCP.~~

Comment [LD2]: Ryan affirmed it's not needed at this time.

**65. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP) – \$8,000,000** for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a "180-Day Report" which identifies projects and determines how these funds would be spent. Since that time, the breakdown of CALFED, coupled with the Army Corps' attempts to define an appropriate and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92M for FFY 2008; \$4.844M for FFY 2010.)

**76. Suisun Bay Channel/New York Slough Maintenance Dredging – \$8,700,000** for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559 M appropriated for FFY 2005; \$4.619M for FFY 2006; \$2.82M



for FFY 2007; \$2.856M for FFY 2008; \$2.768M for FFY 2009; \$3.819M for FFY 2010; \$2.715M for FFY 2012; \$2.495M for FFY 2013; \$2.026M for FFY 2014.)

**87. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging** – **\$8,400,000** for the Army Corps of Engineers for maintenance dredging of the channel to the authorized depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1M appropriated for FFY 2005; \$2.988M for FFY 2006; \$896,000 for FFY 2007; \$1.696M for FFY 2008; \$1.058M for FFY 2009; \$2.518M for FFY 2010; \$3.402M for FFY 2012; \$499,000 for FFY 2013; \$780,000 for FFY 2014.)

**98. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening** – **\$2,700,000** for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. This work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The following steps include detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. This project continues to have enormous implications for oil refineries, ports, and other industries that depend on safe ship transport through the channel. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34M for FFY 2009; \$0 for FFY 2010; \$0 for FFY 2011; \$800,000 for FFY 2012; \$1,546,900 for FFY 2013; \$800,000 for FFY 2014.)

## **FEDERAL TRANSPORTATION NEEDS**

The following are priority transportation projects and programs for which federal funding is needed.

**1. Vasco Road Safety Improvement Project** -- **\$18 million** for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife undercrossings to preserve migration patterns. The proposed improvements will complement a \$10 million ~~completed~~ project that was funded with American Recovery and Reinvestment Act funds and completed in 2011.

**1.b Vasco Road Safety Improvement Project Continuation** -- **\$30 million** for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. Alameda County has been working on constructing improvements in their jurisdiction and it would be desirable for the two counties to work together to complete the gap left in the concrete median barrier near the County line. In addition to completing this gap, Contra Costa desires to extend the concrete median barrier further north of the recently completed median barrier project to the Camino Diablo Road intersection.

**2. North Richmond Truck Route** -- **\$25 million** to construct a new road or other alternate access improvements that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. Several potential alignments have been identified, one of which was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans.

**3. Eastern Contra Costa Trail Network** -- **\$11 million** for joint planning, environmental review, right-of-way acquisition and construction of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa County including facilities and projects improving access to existing or planned transit stations. Eligible trails include, but are not limited to: (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass (\$6 million); (2) Contra Costa segments of the Great California Delta Trail (\$3 million); (3) a transit supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (\$1 million); and Marsh Creek Corridor Multi-Use Path (\$1 million).

**4. eBART Extension Next Phase Study/Environmental and Engineering** -- **\$10 million** for environmental review and engineering work on the project identified in the Bay Area Rapid Transit District's (BART) eBART Next Segment Study in eastern Contra Costa County. With regard to additional stations and eBART rail corridor alignment tasks may include, but not necessarily be limited to, completion of environmental review, and partial completion of engineering. Additional work may include, but not necessarily be limited to, evaluation and refinement of alignment and stations, development of capital and operating costs, land use analysis, completion of environmental review including appropriate mitigations, development of preliminary engineering, and public outreach. (Potential Program: FTA – New Starts, FHWA/FTA Congestion Mitigation and Air Quality)

**5. Iron Horse Corridor Enhancement Program** -- ~~###~~ **\$25 million** for joint planning, environmental review, and the construction of improvements in the Iron Horse Trail Corridor, a 28 mile non-motorized facility used for commute and recreation purposes providing access to schools, recreational facilities, commercial areas, residences, and mass transit hubs. Eligible projects include corridor planning, trail access improvements, trail expansion/enhancements, overcrossings (7 overcrossings in 5 cities), intersection improvements, Class I trail inter-connectivity projects, and wayfinding/signage projects.

Comment [VT3]: TWIC

**106. State Route 4 / Old River Bridge Study** – **\$1,000,000** to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto

and off of the bridge. The project would improve safety and traffic flow over the bridge. (Note: no appropriations for this project as yet.)

**17. Knightsen/Byron Area Transportation Study - \$300,000** to re-evaluate the Circulation Element of the County General Plan (GP) to improve its consistency with the Urban Limit Line (ULL) and related policies that ensure preservation of non-urban, agricultural, open space and other areas identified outside the ULL. Policies will be evaluated to provide a more efficient and affordable circulation system for the study area, serve all transportation user-groups, support the local agricultural economy and accommodate the commuter traffic destined for employment centers outside the study area. Zoning and development regulations would be updated to implement the study recommendations.

**8. Kirker Pass Road Truck Climbing Lanes – \$4.5 million** for constructing northbound and \$20 million for constructing southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are needed to improve traffic flow and will also have safety benefits. The \$4.5 million will close a funding gap and augment secured funding: \$6 million in Measure J (local sales tax measure) funds and \$2.6 million in State Transportation Improvement Program funds. The \$20 million is the total cost of the southbound truck climbing lane segment.

**9. Vasco Road-Byron Highway Connector – \$30 million** for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

- **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern and safer roads that can better handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widenings (turn lanes, clear zone/recovery areas, etc.), realignments, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity.
- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients, **and expand outreach programs to inform potential riders of the available services, and expedite deployment of efficient new technologies and systems,** among other needs.

Comment [LD4]: From JC.

The County supports continuation and increased funding levels for federal funding programs dedicated to transit services for these population groups. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.

- **Surface Transportation Program/Highway Bridge Funding** – The County supports the continuation of funding levels consistent with the Highway Bridge funding program in previous transportation funding bills that will provide funds for rehabilitating and replacing our aging bridges. The County has several aging bridges with deficient sufficiency ratings. Without federal transportation funding, these expensive projects would be deferred because they often exceed the County’s funding capacity. Many of the bridges are on critical commute corridors, goods movement corridors, inter-regional routes, and farm to market routes. Failure of these important transportation assets can cause major disruptions to the transportation network. The County would also support federal funding for the rehabilitation and replacement of rail bridges.

#### **APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are **highlighted**.*

**Buchanan Field Airport** – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which includes a ~~Federal Aviation Regulation Part 150 Noise Study and a Business Plan for project implementation; all of which completed a previously approved Federal Aviation Regulation Part 150 Noise Study.~~ The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport (including **development of a general aviation terminal/administration building and** potential replacement of the 65~~0~~ year old control tower). Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

Comment [VT5]: TWIC

**Byron Airport** – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth and full build out of the airport as shown in the Master Plan is dependent upon utility and infrastructure improvements (**such as improved road access and sewer and water connections**) both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will

support funding in all these areas for protection and enhancement of our aviation facility and network.

**Energy Efficiency & Conservation Block Grant (EECBG) Program** – Advocate/support funding up to or above the authorized amount of \$2 billion for the EECBG Program established and authorized under the Energy Independence and Security Act (EISA) of 2007. The County’s ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Funding for the EECBG program is necessary to ensure the nation’s local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.

**Multimodal National Freight Network** – In 2015 the primary freight network was established pursuant to MAP-21. The County supports increases in dedicated freight funding as proposed in the National Freight Strategic Plan. The County will pursue grants and appropriations for 1) the Northern Waterfront Initiative – specifically, funding for a short-line railroad feasibility study for the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront; and 2) consistent with the Draft National Freight Strategic Plan congestion reduction strategy, projects along the I-680 corridor including the High Occupancy Vehicle Lane - Direct Access Ramp project.

**Regional Habitat Planning and Conservation** – \$85 million to the U.S. Fish and Wildlife Service’s “Cooperative Endangered Species Conservation Fund” to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. The County will support funding for the Fund to be restored to \$85 million, the 2010 funding level. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$37.5 million from the Cooperative Endangered Species Conservation Fund in the past ~~eight~~ nine years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will pursue increasing appropriations to the Fund in partnership with numerous counties in northern and southern California and will support requests of the California Habitat Conservation Planning Coalition to increase the Fund up to \$85 million. The County will also request that the California State Association of Counties (CSAC) include this Fund increase as a priority on CSAC’s federal platform.

Comment [VT6]: John Kopchik, DCD

**San Francisco Bay Improvement Act** – \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay’s tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay’s shores.

**Sacramento-San Joaquin Delta National Heritage Area** – a bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection. *Contra Costa County supports the legislation and participated in a feasibility study for the NHA through our seat on the Delta Protection Commission, which completed the study in 2012.*

**Stormwater Program Funding** - \$700,000 to fund additional compliance costs required by the Clean Water Act. The Regional Water Quality Control Board issues the County a Municipal Separate Storm Sewer System (MS4) permit every five years, requiring the County to remove pollutants from stormwater prior to entering the storm drain system. The County has a dedicated revenue source for funding stormwater services derived from an assessment on every parcel in the County, which generates about \$3 million per year in the unincorporated communities. The Regional Board recently issued a new MS4 permit that will increase costs dramatically over the next five years, starting next year with a 25% increase and the following year by an increase of almost five times current costs. In 2012, the County attempted to increase the parcel assessment for stormwater services but the voters turned it down. The County needs additional funding through the Environmental Protection Agency, the source of the MS4 requirements, to help pay for compliance costs.

Comment [VT7]: Mitch Avalon, PW Consultant

#### **POLICY POSITIONS**

The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are highlighted.

**Affordable Housing and Homeless Programs** –For Housing and Urban Development (HUD)'s Homeless Assistance Grants, including the Emergency Solutions Grant (ESG) Program, the County will support funding that does not include set-asides or other requirements that limit local communities' ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS (HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

Comment [VT8]: John Kopchik, DCD

The County supports full funding for HUD homeless assistance programs, including the ESG Program, and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.

Comment [VT9]: John Kopchik, DCD

The County supports funding the National Affordable Housing Trust Fund. Resources made available through the Trust Fund should be accessible to local housing and community development agencies, including public housing authorities. The Housing Trust Fund should be used to complement and not supplant either the HOME or CDBG programs.



***Agricultural Pest and Disease Control*** – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and open space. Consistent with the policy position, the County will also support legislation which would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

***Beneficial Use of Dredged Materials*** – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

***Broadband*** – Consistent with CSAC policy, Contra Costa County will support the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

***Child Care*** – Research continues to show that quality, affordable childcare is a necessity to ensuring a family’s stability and economic success. Currently in Contra Costa County, there are over 10,000 low-income children eligible for affordable childcare services, yet only 29% of that need is met. Research also shows that in addition to a child’s long-term success with school and employment, investing in high-quality early care and education results in a higher than average return on investments in the areas of crime reduction and positive health, education and economic outcomes.

With regards to childcare, the County will support any proposed continuation of the President’s “Preschool for All” Initiative meant to close America’s school readiness gap and ensure all

Comment [VT10]: Susan Jeong, EHSD

children have access to quality care by expanding high quality learning opportunities for children 0-5. This proposal includes:

- An increase of over 100,000 new childcare slots and \$12 billion over the next 10 years;
- A focus on children and their families who are at or below 200% of poverty;
- Financing through a new cost-sharing partnership with states, already a proven successful model with Head Start in Contra Costa County.

The County will also advocate for the following federal actions:

- Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes.
- Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.
- Reauthorization of Head Start that includes consideration of a regional approach to determining eligibility and reforming the Head Start Designation Renewal System by suspending the use of the lowest 10 percent of the Classroom Assessment Scoring System trigger.

Comment [VT11]: Susan Jeong, EHSD

**Child Support** –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

**Child Welfare and Well-being** –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.
- End Title IV-E disallowances from federal audits that take away funds from an already resource-strapped child welfare system. Allow states to reinvest these funds in preventing child abuse and neglect.
- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.



- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.
- **OPPOSE** The Family First Prevention Services Act for our Children, an Act that would curtail California's Continuum of Care Reform (CCR) efforts and would result in poor outcomes for especially vulnerable abused and neglected children.

Comment [VT12]: Susan Jeong, EHSD

**Community Development Block Grant, Emergency Solutions Grant and HOME Programs** – The County's ability to continue funding to a variety of nonprofit agencies that provide critical safety net services to lower income residents, including financing the development of affordable housing is threatened by further cuts as part of the Budget Control Act (Act) passed by Congress in July 2011. The Act established mandatory spending caps on most federal programs through 2021, and arranged additional across-the-board annual spending cuts to federal defense and non-defense discretionary (NDD) programs over this same period.

Comment [VT13]: John Kopchik, DCD

Included in non-defense discretionary programs are critical local government oriented programs including the CDBG, ESG and HOME programs. These programs are successful and productive, leveraging significant funding from non-federal sources to help spur economic development. The County agrees that reducing the federal deficit is an important component of achieving long-term national economic stability, but targeting solely NDD programs like the CDBG, ESG and HOME programs will not achieve significant reductions and will hinder the County's ability to provide critical services to its most vulnerable populations. The County will continue to oppose any further reductions in the CDBG, ESG and HOME programs as part of the Budget Control Act or any other means.

**Cost Shifts to Local and State Government** – Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration's budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

**Criminal Justice and Mental Health** – Contra Costa County supports the Mental Health and Safe Communities Act, which strengthens federal programs related to mental health in the criminal justice system by enhancing the ability of families and communities to identify mental illness; and the Comprehensive Justice and Mental Health Act, which would update the Mentally Ill Offender and Treatment Crime Reduction Act (MIOTCRA) and facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance use systems to ensure that people with mental illnesses receive the support they need.

An increasing number of people with mental illnesses are coming into contact with the criminal justice system—with law enforcement, courts, jails and prisons, and probation and parole agencies—at a tremendous cost to taxpayers and public safety, as well as to these people and their families. According to a U.S. Department of Justice report, approximately 45 percent of people in federal prisons, 56 percent of people in state prisons, and 64 percent of people in local jails displayed symptoms of a mental health condition.

The County will also support the mental health and criminal justice provisions in legislation that support and expand bipartisan initiatives across the country, such as specialized law enforcement training, mental health courts, and other collaborative responses to people in the criminal justice system who have mental health and substance use treatment needs. The County will also support legislation that provides resources for programs in correctional facilities, as well as resources to improve reentry outcomes for people with mental illnesses released from incarceration back into the community, and authorizing the creation of a specialized National Criminal Justice and Mental Health Training and Technical Assistance Center.

**Delta Water Platform** –To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has developed a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

**Designation of Indian Tribal Lands and Indian Gaming** – The Board of Supervisors has endorsed the California State Association of Counties' (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government's ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also consider support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

**Economic Development Programs** – Congress should fund all the complementary programs within HUD’s community and economic development toolkit, ensuring that HUD does not lose sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.

**Federal “Statewideness” Requirements** – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.

**Habitat Conservation Planning** – The County will advocate for elevating the profile of locally controlled, regional Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.

Comment [VT14]: John Kopchik, DCD

**Habitat Conservation Permitting and Permit Alignment** – The County will advocate for and support efforts to align federal permits for natural resource impacts federal with permits already issued by the U.S Fish and Wildlife Service pursuant to a locally-controlled, regional Habitat Conservation Plan (HCP), such as East Contra Costa County HCP. One good example of this is the U.S. Army Corps’ issuance of Regional General Permit 1 which was designed to be consistent with the East Contra Costa County HCP. The alignment of permit requirements and processes improves the overall efficiency, predictability and effectiveness of natural resource regulation and project delivery.

Comment [VT15]: John Kopchik, DCD

**Health** – The County will advocate for the following actions by the federal government: a) provide enhanced Medicaid FMAP (the "Federal Medical Assistance Percentage" for Medicaid. It is the federal matching rate for state Medicaid expenditures.); b) suspend the Medicare “clawback” rule; c) suspend the “60-day rule” that requires states to repay the federal

government overpayments identified by the state prior to collection, and even in instances where the state can never collect; d) ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and e) prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation
- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

SUPPORT full funding of the Federal Medicaid program by the federal government. Medicaid provides access to health care for people whose income and resources are insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers.

**Homeless / Runaway Youth** –The County will support continued investment in the Runaway and Homeless Youth Act to ensure that all youth have access to housing and other critical services. Homelessness among young people is a serious issue. Homeless youth, sometimes referred to as unaccompanied youth, are individuals who lack parental, foster or institutional care. Homeless youth are at a higher risk for physical abuse, sexual exploitation, mental health disabilities, substance abuse, and death. It is estimated that 5,000 unaccompanied youth die each year as a result of assault, illness, or suicide. In Contra Costa County youth under the age of 18 years make up approximately 11% of the homeless population and two thirds of those youth reside in shelters on any given night.

Comment [VT16]: Susan Jeong

**Human Trafficking** –Human Trafficking is the illegal recruitment, transportation, harboring, provision or obtaining of people (by force, fraud or coercion), typically for the purposes of forced labor or commercial sexual exploitation. Nearly 20.9 million people around the world fall victim to this multi-billion dollar industry. In the last two years Contra Costa partners on a Federal human trafficking grant have served over 240 victims of human trafficking.

The County will advocate for the following federal actions to insure support and services for victims of human trafficking, and the systems that help them:

- SUPPORT federal funding that effectively enables service providers to assist victims and law enforcement to prosecute traffickers. Because it takes a well-resourced multi-faceted approach to support victims and to insure traffickers are prosecuted support cross-system, comprehensive approaches to prevent human trafficking.
- SUPPORT efforts that increase the level of training, awareness, and funding to address promising practices related to labor trafficking (including the hospitality industry.

restaurants, etc.). Victims of trafficking may be found everywhere— some may be found working against their will in hotels/motels for long hours for little or no pay. Labor trafficking has been found in diverse labor settings including domestic work, restaurants, nail salons, small businesses, large farms, and factories.

Comment [VT17]: Susan Jeong, EHSD

**Levee Restoration and Repair** – The County will support legislation such as H.R. 6484, the SAFE Levee Act (Garamendi) in 2012, which will authorize the U.S. Department of the Interior to invest in Delta levee repairs, for all levees that are publicly owned or publicly maintained. The bill also requires a cost-benefit analysis for the tunnel project being planned as part of the Bay-Delta Conservation Plan.

**Multi-Service Centers** – The County will support federal funding for the establishment and operation of coordinated service integration models such as SparkPoint, Service Integration Teams, Family Resource Centers, or Family Justice Centers. Multi-service centers often co-locate county and non-profit agencies working holistically to meet the needs of families. Centers can help individuals and families address immediate financial crises, build financial security, address abuse and violence, provide accessible, coordinated public services, and may, engage families in resident-driven efforts to revitalize their communities.

Comment [VT18]: Susan Jeong, EHSD

**Municipal Securities** – The County supports efforts to preserve, enhance and streamline the availability of tax-exempt financing to fund critical public infrastructure projects. For over 100 years, federal tax policy has granted a tax exemption on municipal bond interest to incentivize investment in local infrastructure projects. Also, the federal government has occasionally provided “direct subsidy bonds” that further mitigate borrowing costs to local government.

Comment [VT19]: Timothy Ewell, CAO

- **Preservation for the Tax-Exemption for Municipal Bonds:** The County will support the continued exemption of municipal bond interest.
- **Opposition to Repeal of the “Tower Amendment” to the Securities Acts Amendments of 1975:** The Tower Amendment to the Securities Acts Amendments of 1975 has prohibited the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) from directly or indirectly regulating state and local government issuers of municipal securities prior to the sale of those securities. The County will oppose any repeal of the Tower Amendment which would impose an additional federal regulatory oversight burden on local government issuers, in recognition that the states already have such authority.
- **Private Activity Bonds for Government Buildings:** –The County will support legislation that would create a new category of private activity bonds for governments to join with private parties to help finance government buildings. The tax-exempt bonding mechanism would allow state and local governments to issue private activity bonds to finance the construction and upkeep of certain publically owned buildings. The County will support amending the federal tax code to provide another layer of tax-exempt financing that would encourage the use of public-private partnerships.

**Pension** – The County will support legislation that would modify the Internal Revenue Code and corresponding regulations to permit public employees to make an irrevocable election between their current pension formula and a less rich pension formula.

In 2006, Contra Costa County and the Deputy Sheriff’s Association jointly obtained state legislation that would allow members of the Association to make a one-time irrevocable election between their current pension formula and a less rich pension formula, called Tier C. Orange County and its labor organizations obtained similar legislation in 2009. However, neither County has been able to implement this state legislation because such elections currently have negative tax consequences for employees and for retirement plans under federal tax law as interpreted by the Internal Revenue Service.

Like many local government entities nationwide, the County’s fiscal position would benefit greatly from reduced pension costs. Allowing local government entities to implement collective bargaining agreements and state legislation that permits employees to elect less rich pension formulas would be a significant step in reducing pension costs.

**Public Housing Programs** – The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues.

The County will support legislation to protect the nation’s investment in Public Housing:

- Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure.
- Oppose the Administration’s proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs.
- Support the revitalization of severely distressed public housing units.
- Address safety and security concerns connected to drug-related crime.

The County will support legislation to preserve vital community and economic development programs:

- Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations.
- Maintain funding for HUD’s cost-effective economic development tools.

The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs:

- Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees.
- Enact the Section Eight Voucher Reform Act (SEVRA).
- Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to expand Affordable Housing Opportunities and combat homelessness:

- Fully fund the Home Investment Partnerships Program and HUD's homeless assistance [programs, such as the Emergency Solutions Grant Program](#).
- Capitalize the Housing Trust Fund through a revenue-neutral approach.
- Preserve and strengthen the Low Income Housing Tax Credit Program.

Comment [VT20]: John Kopchik, DCD

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment:

- Promote reasonable and flexible federal oversight.
- Incentivize green building and increased Energy Efficiency.
- Support HUD's ongoing transformation efforts.
- Ensure that HUD releases and distributes federal funding in a timely manner.
- Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer.

**Rail Safety** – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp's *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA's National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.



**Retiree and Retiree Health Care Costs** – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County’s ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County’s retiree and retiree health obligations.

**State Criminal Alien Assistance Program (SCAAP)** – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as “unknown inmates” by the Department of Homeland Security’s Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.

The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.

**Second Chance Act** – The County will support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are re-incarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer.

The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail.

**Sexual Assault** – Sexual violence affects millions of Americans – nearly every 2 minutes an American is sexually assaulted. The County will advocate for the federal actions to insure support for victims and survivors of sexual assault.

Comment [VT21]: Susan Jeong, EHSD

**SparkPoint, Service Integration** – The County will support federal funding for the establishment and operation of SparkPoint and Service Integration models. SparkPoint Centers are one stop, financial education centers that help individuals and families who are struggling to make ends meet. SparkPoint helps clients address immediate financial crises, get them back on their feet, and build financial security. Each center brings together a full range of services at one convenient location, including job training, career development and financial coaching, as well as access to higher education and savings accounts. The Contra Costa County Service Integration Program co-locates county and non-profit agency service providers and community residents in neighborhood based family service centers to provide accessible, coordinated public services tailored to meet the specific needs and goals of low income families, while also engaging families in resident-driven efforts to revitalize their communities.

Comment [VT22]: Susan Jeong, EHSD



**Supplemental Nutrition Assistance Program (SNAP)** – The County will advocate for the following federal actions:

- ~~Increase SNAP benefits as a major and immediately available element of economic stimulus.~~
- ~~Suspend the restrictions applying to ABAWDs. ("ABAWDs" stands for "Able-Bodied Adults without Dependents" and pertains to adults receiving food stamps who are considered employable.) They are subject to strict time limits on how long they can receive food stamps. It is difficult administratively to track this, and when unemployment is high, it can result in more adults going hungry.~~
- ~~Increase SNAP benefit amounts to better meet recipients' nutritional needs and support local economies.~~
- ~~Adjust SNAP eligibility requirements to a) include currently excluded populations with significant need b) remove time limits and work requirements for Able-Bodied Adults Without Dependents (ABAWDS) and full-time students. ABAWDS and pertains to adults receiving food stamps who are considered employable.~~
- ~~OPPOSE funding cuts or block granting the SNAP program.~~
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.

Comment [VT23]: Susan Jeong, EHSD

**Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects –“Green” Job Creation** – Request that Congress and the Administration recognize the value of Habitat Conversation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

**Telecommunications Act of 1996 Revisions** – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed broadband access; coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government’s franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

The Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband

infrastructure and services. The County will oppose all bills that do not address the County's concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 "Franchising Rules for Incumbents") that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

**Telecommunications Issues** – Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

**Temporary Assistance for Needy Families** – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more "process-based" regulations issued in the last few years.
- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.
- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.
- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.
- End federal efforts to impose a national TANF error rate.

**Veterans Benefits** – The County will support legislation to increase availability, accessibility, and utilization of Veterans Benefits.

Within Contra Costa County, Veterans' health care is provided by the VA Martinez Clinic, a division of the VA Northern California Healthcare System. Currently, access to enrollment in the VA healthcare system is limited to Veterans with a Service Connected disability of greater than 10%, special eligibility criteria (Purple Heart, former POW, Iraq & Afghanistan Vets within 5

years of discharge, etc.), and to Veterans with an annual gross income less than a geographically based threshold. Currently, VA emergency services are not available after hours or during weekends. The nearest VA emergency room is nearly 34 miles away from the VA Martinez Clinic.

The County will support legislation that would expand enrollment eligibility (such as removing the income limit criteria) to all Veterans with an honorable discharge. Furthermore, the County will support legislation that would establish 24 hour VA emergency services at the VA Martinez clinic.

In addition, the County will support legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder.

**Veterans Halls** – The County will support legislation to provide America’s veterans organizations with resources to make necessary repairs to or replacement of their meeting halls and facilities.

Across America, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Unfortunately, many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn.

The County will support legislation that would create a competitive grant program for veterans’ organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.

**Volume Pricing** – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

**Water Quality, Quantity and Delta Outflow** – Congress may consider legislation that could adversely affect water quality, quantity and flows in the Sacramento-San Joaquin Delta to the detriment of the County residents, economy and resources. The Board of Supervisors will rely on its adopted Delta Water Platform and its adopted resolution on Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46) to determine the appropriate response to federal legislative issues brought to the Board’s attention.

**Workforce Development** – Contra Costa County supports policies that meet the needs of serving businesses, workers, job seekers, and youth. The County further supports policies under the Workforce Innovation & Opportunity Act (WIOA) that preserve local decision-making relative to spending, direction of work, and other functions of local workforce boards. The County also supports policies that increase employment and the creation of jobs in both the public and private sector and that enhance business’ access to a qualified talent pool, and promote business growth through the development of a skilled workforce. The County also favors policies that provide increased funding to support job seeker services, as well as policies that make strategic investments to leverage existing funding in the workforce development arena.

PROPOSED



# PROPOSED 2017 FEDERAL LEGISLATIVE PLATFORM

---

Contra Costa County



## 2017 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation.

### **FEDERAL FUNDING NEEDS**

*The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases a budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.*

**1. Emergency Operations Center (EOC) - \$350,000,000** for state and local efforts to sustain and enhance the effectiveness of their emergency management programs for all hazards preparedness. In FY 2015, California received more than \$27.8 million, the highest funded-state in the country, of which more than \$15.5 million was sub-allocated to approximately the 58 county Operational Areas (OAs) for critical hazard preparation activities. Last year California's Office of Emergency Services (Cal OES), in accordance with program guidelines, prioritized the building, sustainment, and delivery of all-hazards emergency management capabilities in the following areas: Planning, organization, equipment acquisitions, training, exercises, Emergency Operations Center (EOC) construction and renovation, and maintenance and sustainment. Of particular interest to Contra Costa County is the allowance for funds to be expended for EOC construction and renovation, as the County is seeking funding for the development of an EOC.

**2. Delta LTMS-Pinole Shoal Management, CA – \$4,500,000** for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. (Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010; \$0 FFY 2011-2013; \$930,000 FFY 2014.)

**3. Safe and Bright Futures for Children Exposed to Domestic Violence and Trauma – \$400,000** to implement the federally funded plan to diminish the damaging effects of domestic violence, and exposure to early trauma on children and adolescents and to stop the cycle of intentional injury and abuse. A three year assessment and planning process resulted in a program plan that is working to align and create a system responsive to the needs of children exposed to domestic violence and trauma through identification, early intervention; raising awareness;

training professionals; utilizing and disseminating data; establishing consultation teams to support providers in intervening and using best practices; and developing targeted services. Exposure to domestic violence **and trauma** reshapes the human brain and is the primary cause of trauma in children's lives. It influences personality, shapes personal skills and behaviors, impacts academic performance, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. Exposure to domestic violence **and trauma** is associated with greater rates of substance abuse, mental illness, and adverse health outcomes in adulthood, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. (Note: \$428,000 appropriated for FFY 2009; \$550,000 for FFY 2010.)

**4. Mt. Diablo Mercury Mine Clean-up** – **\$483,000** for the Army Corps of Engineers to complete the Technical Planning Process for the clean-up project at the source and downstream area of the Mt. Diablo Mercury Mine. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the area impacted by the Mt. Diablo Mercury Mine. Several phases of the planning process have been completed, and this appropriation will allow the Corps to continue the planning process, which will include looking at watershed issues downstream of the mercury mine. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. (Note: \$517,000 appropriated in FFY 2008.)

**5. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP)** – **\$8,000,000** for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a "180-Day Report" which identifies projects and determines how these funds would be spent. Since that time, the breakdown of CALFED, coupled with the Army Corps' attempts to define an appropriate and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92M for FFY 2008; \$4.844M for FFY 2010.)

**6. Suisun Bay Channel/New York Slough Maintenance Dredging** – **\$8,700,000** for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559 M appropriated for FFY 2005; \$4.619M for FFY 2006; \$2.82M for FFY 2007; \$2.856M for FFY 2008; \$2.768M for FFY 2009; \$3.819M for FFY 2010; \$2.715M for FFY 2012; \$2.495M for FFY 2013; \$2.026M for FFY 2014.)

**7. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging** – **\$8,400,000** for the Army Corps of Engineers for maintenance dredging of the channel to the authorized



depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1M appropriated for FFY 2005; \$2.988M for FFY 2006; \$896,000 for FFY 2007; \$1.696M for FFY 2008; \$1.058M for FFY 2009; \$2.518M for FFY 2010; \$3.402M for FFY 2012; \$499,000 for FFY 2013; \$780,000 for FFY 2014.)

**8. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening** – \$2,700,000 for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. This work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The following steps include detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. This project continues to have enormous implications for oil refineries, ports, and other industries that depend on safe ship transport through the channel. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34M for FFY 2009; \$0 for FFY 2010; \$0 for FFY 2011; \$800,000 for FFY 2012; \$1,546,900 for FFY 2013; \$800,000 for FFY 2014.)

#### **FEDERAL TRANSPORTATION NEEDS**

*The following are priority transportation projects and programs for which federal funding is needed.*

**1. Vasco Road Safety Improvement Project** -- \$18 million for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife undercrossings to preserve migration patterns. The proposed improvements will complement a \$10 million project that was funded with American Recovery and Reinvestment Act funds and completed in 2011.

**1.b Vasco Road Safety Improvement Project Continuation** -- \$30 million for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. Alameda County has been working on constructing improvements in their jurisdiction and it would be desirable for the two counties to work together to complete the gap left in the concrete median barrier near the County line. In addition to completing this gap, Contra Costa desires to extend the concrete median barrier further north of the recently completed median barrier project to the Camino Diablo Road intersection.

**2. North Richmond Truck Route** -- \$25 million to construct a new road or other alternate access improvements that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by



reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. Several potential alignments have been identified, one of which was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans.

**3. Eastern Contra Costa Trail Network** -- \$11 million for joint planning, environmental review, right-of-way acquisition and construction of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa County including facilities and projects improving access to existing or planned transit stations. Eligible trails include, but are not limited to: (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass (\$6 million); (2) Contra Costa segments of the Great California Delta Trail (\$3 million); (3) a transit supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (\$1 million); and Marsh Creek Corridor Multi-Use Path (\$1 million).

**4. eBART Extension Next Phase Study/Environmental and Engineering** -- \$10 million for environmental review and engineering work on the project identified in the Bay Area Rapid Transit District's (BART) eBART Next Segment Study in eastern Contra Costa County. With regard to additional stations and eBART rail corridor alignment tasks may include, but not necessarily be limited to, completion of environmental review, and partial completion of engineering. Additional work may include, but not necessarily be limited to, evaluation and refinement of alignment and stations, development of capital and operating costs, land use analysis, completion of environmental review including appropriate mitigations, development of preliminary engineering, and public outreach. (Potential Program: FTA – New Starts, FHWA/FTA Congestion Mitigation and Air Quality)

**5. Iron Horse Corridor Enhancement Program** -- \$25 million for joint planning, environmental review, and the construction of improvements in the Iron Horse Trail Corridor, a 28 mile non-motorized facility used for commute and recreation purposes providing access to schools, recreational facilities, commercial areas, residences, and mass transit hubs. Eligible projects include corridor planning, trail access improvements, trail expansion/enhancements, overcrossings (7 overcrossings in 5 cities), intersection improvements, Class I trail inter-connectivity projects, and wayfinding/signage projects.

**6. State Route 4 / Old River Bridge Study** – \$1,000,000 to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto and off of the bridge. The project would improve safety and traffic flow over the bridge. (Note: no appropriations for this project as yet.)

**7. Knightsen/Byron Area Transportation Study** - \$300,000 to re-evaluate the Circulation Element of the County General Plan (GP) to improve its consistency with the Urban Limit Line

(ULL) and related policies that ensure preservation of non-urban, agricultural, open space and other areas identified outside the ULL. Policies will be evaluated to provide a more efficient and affordable circulation system for the study area, serve all transportation user-groups, support the local agricultural economy and accommodate the commuter traffic destined for employment centers outside the study area. Zoning and development regulations would be updated to implement the study recommendations.

**8. Kirker Pass Road Truck Climbing Lanes** – \$4.5 million for constructing northbound and \$20 million for constructing southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are needed to improve traffic flow and will also have safety benefits. The \$4.5 million will close a funding gap and augment secured funding: \$6 million in Measure J (local sales tax measure) funds and \$2.6 million in State Transportation Improvement Program funds. The \$20 million is the total cost of the southbound truck climbing lane segment.

**9. Vasco Road-Byron Highway Connector** – \$30 million for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

- **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern and safer roads that can better handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widenings (turn lanes, clear zone/recovery areas, etc.), realignments, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity.
- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients, expand outreach programs to inform potential riders of the available services, **and expedite deployment of efficient new technologies and systems**, among other needs. The County supports continuation and increased funding levels for federal funding programs dedicated to transit services for these population groups. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.

- **Surface Transportation Program/Highway Bridge Funding** – The County supports the continuation of funding levels consistent with the Highway Bridge funding program in previous transportation funding bills that will provide funds for rehabilitating and replacing our aging bridges. The County has several aging bridges with deficient sufficiency ratings. Without federal transportation funding, these expensive projects would be deferred because they often exceed the County’s funding capacity. Many of the bridges are on critical commute corridors, goods movement corridors, inter-regional routes, and farm to market routes. Failure of these important transportation assets can cause major disruptions to the transportation network. The County would also support federal funding for the rehabilitation and replacement of rail bridges.

#### **APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are **highlighted**.*

***Buchanan Field Airport*** – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which included a Business Plan for project implementation; all of which completed a previously approved Federal Aviation Regulation Part 150 Noise Study. The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport (**including development of a general aviation terminal/administration building and** potential replacement of the 65 year old control tower). Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

***Byron Airport*** – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth and full build out of the airport as shown in the Master Plan is dependent upon utility and infrastructure improvements (**such as improved road access and sewer and water connections**) both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

***Energy Efficiency & Conservation Block Grant (EECBG) Program*** – Advocate/support funding up to or above the authorized amount of \$2 billion for the EECBG Program established

and authorized under the Energy Independence and Security Act (EISA) of 2007. The County's ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Funding for the EECBG program is necessary to ensure the nation's local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.

***Multimodal National Freight Network*** – In 2015 the primary freight network was established pursuant to MAP-21. The County supports increases in dedicated freight funding as proposed in the National Freight Strategic Plan. The County will pursue grants and appropriations for 1) the Northern Waterfront Initiative – specifically, funding for a short-line railroad feasibility study for the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront; and 2) consistent with the Draft National Freight Strategic Plan congestion reduction strategy, projects along the I-680 corridor including the High Occupancy Vehicle Lane - Direct Access Ramp project.

***Regional Habitat Planning and Conservation*** – \$85 million to the U.S. Fish and Wildlife Service's "Cooperative Endangered Species Conservation Fund" to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. The County will support funding for the Fund to be restored to \$85 million, the 2010 funding level. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$37.5 million from the Cooperative Endangered Species Conservation Fund in the past **nine** years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will pursue increasing appropriations to the Fund in partnership with numerous counties in northern and southern California and will support requests of the California Habitat Conservation Planning Coalition to increase the Fund up to \$85 million. The County will also request that the California State Association of Counties (CSAC) include this Fund increase as a priority on CSAC's federal platform.

***San Francisco Bay Improvement Act*** – \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay's tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay's shores.

***Sacramento-San Joaquin Delta National Heritage Area*** – a bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection. *Contra Costa County supports the legislation and participated in a feasibility study*

for the NHA through our seat on the Delta Protection Commission, which completed the study in 2012.

**Stormwater Program Funding** - \$700,000 to fund additional compliance costs required by the Clean Water Act. The Regional Water Quality Control Board issues the County a Municipal Separate Storm Sewer System (MS4) permit every five years, requiring the County to remove pollutants from stormwater prior to entering the storm drain system. The County has a dedicated revenue source for funding stormwater services derived from an assessment on every parcel in the County, which generates about \$3 million per year in the unincorporated communities. The Regional Board recently issued a new MS4 permit that will increase costs dramatically over the next five years, starting next year with a 25% increase and the following year by an increase of almost five times current costs. In 2012, the County attempted to increase the parcel assessment for stormwater services but the voters turned it down. The County needs additional funding through the Environmental Protection Agency, the source of the MS4 requirements, to help pay for compliance costs.

## **POLICY POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are highlighted.*

**Affordable Housing and Homeless Programs** –For Housing and Urban Development (HUD)’s Homeless Assistance Grants, including the Emergency Solutions Grant (ESG) Program, the County will support funding that does not include set-asides or other requirements that limit local communities’ ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS (HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

The County supports full funding for HUD homeless assistance programs, including the ESG Program, and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.

The County supports funding the National Affordable Housing Trust Fund. Resources made available through the Trust Fund should be accessible to local housing and community development agencies, including public housing authorities. The Housing Trust Fund should be used to complement and not supplant either the HOME or CDBG programs.

**Agricultural Pest and Disease Control** – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and open space. Consistent with the policy position, the County will also support legislation which



would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

***Beneficial Use of Dredged Materials*** – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

***Broadband*** – Consistent with CSAC policy, Contra Costa County will support the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

***Child Care*** – Research continues to show that quality, affordable childcare is a necessity to ensuring a family’s stability and economic success. Currently in Contra Costa County, there are over 10,000 low-income children eligible for affordable childcare services, yet only 29% of that need is met. Research also shows that in addition to a child’s long-term success with school and employment, investing in high-quality early care and education results in a higher than average return on investments in the areas of crime reduction and positive health, education and economic outcomes.

With regards to childcare, the County will support **any proposed continuation of** the President’s “Preschool for All” Initiative meant to close America’s school readiness gap and ensure all children have access to quality care by expanding high quality learning opportunities for children 0-5. This proposal includes:

- An increase of over 100,000 new childcare slots and \$12 billion over the next 10 years;
- A focus on children and their families who are at or below 200% of poverty;
- Financing through a new cost-sharing partnership with states, already a proven successful model with Head Start in Contra Costa County.

The County will also advocate for the following federal actions:

- Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes.
- Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.
- Reauthorization of Head Start that includes consideration of a regional approach to determining eligibility and reforming the Head Start Designation Renewal System by suspending the use of the lowest 10 percent of the Classroom Assessment Scoring System trigger.

**Child Support** –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

**Child Welfare and Well-being** –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.
- End Title IV-E disallowances from federal audits that take away funds from an already resource-strapped child welfare system. Allow states to reinvest these funds in preventing child abuse and neglect.
- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.
- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.
- OPPOSE The Family First Prevention Services Act for our Children, an Act that would curtail California's Continuum of Care Reform (CCR) efforts and would result in poor outcomes for especially vulnerable abused and neglected children.

***Community Development Block Grant, Emergency Solutions Grant and HOME Programs –***

The County’s ability to continue funding to a variety of nonprofit agencies that provide critical safety net services to lower income residents, including financing the development of affordable housing is threatened by further cuts as part of the Budget Control Act (Act) passed by Congress in July 2011. The Act established mandatory spending caps on most federal programs through 2021, and arranged additional across-the-board annual spending cuts to federal defense and non-defense discretionary (NDD) programs over this same period.

Included in non-defense discretionary programs are critical local government oriented programs including the CDBG, ESG and HOME programs. These programs are successful and productive, leveraging significant funding from non-federal sources to help spur economic development. The County agrees that reducing the federal deficit is an important component of achieving long-term national economic stability, but targeting solely NDD programs like the CDBG, ESG and HOME programs will not achieve significant reductions and will hinder the County’s ability to provide critical services to its most vulnerable populations. The County will continue to oppose any further reductions in the CDBG, ESG and HOME programs as part of the Budget Control Act or any other means.

***Cost Shifts to Local and State Government –*** Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration’s budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

***Criminal Justice and Mental Health –*** Contra Costa County supports the Mental Health and Safe Communities Act, which strengthens federal programs related to mental health in the criminal justice system by enhancing the ability of families and communities to identify mental illness; and the Comprehensive Justice and Mental Health Act, which would update the Mentally Ill Offender and Treatment Crime Reduction Act (MIOTCRA) and facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance use systems to ensure that people with mental illnesses receive the support they need.

An increasing number of people with mental illnesses are coming into contact with the criminal justice system—with law enforcement, courts, jails and prisons, and probation and parole agencies—at a tremendous cost to taxpayers and public safety, as well as to these people and their families. According to a U.S. Department of Justice report, approximately 45 percent of people in federal prisons, 56 percent of people in state prisons, and 64 percent of people in local jails displayed symptoms of a mental health condition.



The County will also support the mental health and criminal justice provisions in legislation that support and expand bipartisan initiatives across the country, such as specialized law enforcement training, mental health courts, and other collaborative responses to people in the criminal justice system who have mental health and substance use treatment needs. The County will also support legislation that provides resources for programs in correctional facilities, as well as resources to improve reentry outcomes for people with mental illnesses released from incarceration back into the community, and authorizing the creation of a specialized National Criminal Justice and Mental Health Training and Technical Assistance Center.

***Delta Water Platform*** –To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has developed a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

***Designation of Indian Tribal Lands and Indian Gaming*** – The Board of Supervisors has endorsed the California State Association of Counties’ (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government’s ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also consider support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

***Economic Development Programs*** – Congress should fund all the complementary programs within HUD’s community and economic development toolkit, ensuring that HUD does not lose

sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.

***Federal “Statewideness” Requirements*** – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.

***Habitat Conservation Planning*** – The County will advocate for elevating the profile of **locally controlled, regional** Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.

***Habitat Conservation Permitting and Permit Alignment*** – The County will advocate for and support efforts to align federal permits for natural resource impacts federal with permits already issued by the U.S Fish and Wildlife Service pursuant to a locally-controlled, regional Habitat Conservation Plan (HCP), such as East Contra Costa County HCP. One good example of this is the U.S. Army Corps’ issuance of Regional General Permit 1 which was designed to be consistent with the East Contra Costa County HCP. The alignment of permit requirements and processes improves the overall efficiency, predictability and effectiveness of natural resource regulation and project delivery.

***Health*** – The County will advocate for the following actions by the federal government: a) provide enhanced Medicaid FMAP (the "Federal Medical Assistance Percentage" for Medicaid. It is the federal matching rate for state Medicaid expenditures.); b) suspend the Medicare “clawback” rule; c) suspend the “60-day rule” that requires states to repay the federal government overpayments identified by the state prior to collection, and even in instances where the state can never collect; d) ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and e) prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation

- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

SUPPORT full funding of the Federal Medicaid program by the federal government. Medicaid provides access to health care for people whose income and resources are insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers.

**Homeless / Runaway Youth** – The County will support continued investment in the Runaway and Homeless Youth Act to ensure that all youth have access to housing and other critical services. Homelessness among young people is a serious issue. Homeless youth, sometimes referred to as unaccompanied youth, are individuals who lack parental, foster or institutional care. Homeless youth are at a higher risk for physical abuse, sexual exploitation, mental health disabilities, substance abuse, and death. It is estimated that 5,000 unaccompanied youth die each year as a result of assault, illness, or suicide. In Contra Costa County youth under the age of 18 years make up approximately 11% of the homeless population and two thirds of those youth reside in shelters on any given night.

**Human Trafficking** – Human Trafficking is the illegal recruitment, transportation, harboring, provision or obtaining of people (by force, fraud or coercion), typically for the purposes of forced labor or commercial sexual exploitation. Nearly 20.9 million people around the world fall victim to this multi-billion dollar industry. In the last two years Contra Costa partners on a Federal human trafficking grant have served over 240 victims of human trafficking.

The County will advocate for the following federal actions to insure support and services for victims of human trafficking, and the systems that help them:

- SUPPORT federal funding that effectively enables service providers to assist victims and law enforcement to prosecute traffickers. Because it takes a well-resourced multi-faceted approach to support victims and to insure traffickers are prosecuted support cross-system, comprehensive approaches to prevent human trafficking.
- SUPPORT efforts that increase the level of training, awareness, and funding to address promising practices related to labor trafficking (including the hospitality industry, restaurants, etc.). Victims of trafficking may be found everywhere– some may be found working against their will in hotels/motels for long hours for little or no pay. Labor trafficking has been found in diverse labor settings including domestic work, restaurants, nail salons, small businesses, large farms, and factories.

**Levee Restoration and Repair** – The County will support legislation such as H.R. 6484, the SAFE Levee Act (Garamendi) in 2012, which will authorize the U.S. Department of the Interior to invest in Delta levee repairs, for all levees that are publicly owned or publicly maintained.

The bill also requires a cost-benefit analysis for the tunnel project being planned as part of the Bay-Delta Conservation Plan.

**Multi-Service Centers** – The County will support federal funding for the establishment and operation of coordinated service integration models such as SparkPoint, Service Integration Teams, Family Resource Centers, or Family Justice Centers. Multi-service centers often co-locate county and non-profit agencies working holistically to meet the needs of families. Centers can help individuals and families address immediate financial crises, build financial security, address abuse and violence, provide accessible, coordinated public services, and may, engage families in resident-driven efforts to revitalize their communities.

**Municipal Securities** – The County supports efforts to preserve, enhance and streamline the availability of tax-exempt financing to fund critical public infrastructure projects. For over 100 years, federal tax policy has granted a tax exemption on municipal bond interest to incentivize investment in local infrastructure projects. Also, the federal government has occasionally provided “direct subsidy bonds” that further mitigate borrowing costs to local government.

- **Preservation for the Tax-Exemption for Municipal Bonds:** The County will support the continued exemption of municipal bond interest.
- **Opposition to Repeal of the “Tower Amendment” to the Securities Acts Amendments of 1975:** The Tower Amendment to the Securities Acts Amendments of 1975 has prohibited the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) from directly or indirectly regulating state and local government issuers of municipal securities prior to the sale of those securities. The County will oppose any repeal of the Tower Amendment which would impose an additional federal regulatory oversight burden on local government issuers, in recognition that the states already have such authority.
- **Private Activity Bonds for Government Buildings:** The County will support legislation that would create a new category of private activity bonds for governments to join with private parties to help finance government buildings. The tax-exempt bonding mechanism would allow state and local governments to issue private activity bonds to finance the construction and upkeep of certain publically owned buildings. The County will support amending the federal tax code to provide another layer of tax-exempt financing that would encourage the use of public-private partnerships.

**Pension** – The County will support legislation that would modify the Internal Revenue Code and corresponding regulations to permit public employees to make an irrevocable election between their current pension formula and a less rich pension formula.

In 2006, Contra Costa County and the Deputy Sheriff’s Association jointly obtained state legislation that would allow members of the Association to make a one-time irrevocable election between their current pension formula and a less rich pension formula, called Tier C. Orange County and its labor organizations obtained similar legislation in 2009. However, neither County has been able to implement this state legislation because such elections currently have

negative tax consequences for employees and for retirement plans under federal tax law as interpreted by the Internal Revenue Service.

Like many local government entities nationwide, the County's fiscal position would benefit greatly from reduced pension costs. Allowing local government entities to implement collective bargaining agreements and state legislation that permits employees to elect less rich pension formulas would be a significant step in reducing pension costs.

***Public Housing Programs*** – The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues.

The County will support legislation to protect the nation's investment in Public Housing:

- Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure.
- Oppose the Administration's proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs.
- Support the revitalization of severely distressed public housing units.
- Address safety and security concerns connected to drug-related crime.

The County will support legislation to preserve vital community and economic development programs:

- Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations.
- Maintain funding for HUD's cost-effective economic development tools.

The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs:

- Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees.
- Enact the Section Eight Voucher Reform Act (SEVRA).
- Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to expand Affordable Housing Opportunities and combat homelessness:

- Fully fund the Home Investment Partnerships Program and HUD’s homeless assistance programs, such as the Emergency Solutions Grant Program.
- Capitalize the Housing Trust Fund through a revenue-neutral approach.
- Preserve and strengthen the Low Income Housing Tax Credit Program.

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment:

- Promote reasonable and flexible federal oversight.
- Incentivize green building and increased Energy Efficiency.
- Support HUD’s ongoing transformation efforts.
- Ensure that HUD releases and distributes federal funding in a timely manner.
- Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer.

***Rail Safety*** – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp’s *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA’s National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

***Retiree and Retiree Health Care Costs*** – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County’s ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County’s retiree and retiree health obligations.

***State Criminal Alien Assistance Program (SCAAP)*** – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that



will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as “unknown inmates” by the Department of Homeland Security’s Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.

The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.

**Second Chance Act** – The County will support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are re-incarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer.

The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail.

**Sexual Assault** – Sexual violence affects millions of Americans – nearly every 2 minutes an American is sexually assaulted. The County will advocate for the federal actions to insure support for victims and survivors of sexual assault.

**Supplemental Nutrition Assistance Program (SNAP)** – The County will advocate for the following federal actions:

- Increase SNAP benefit amounts to better meet recipients’ nutritional needs and support local economies.
- Adjust SNAP eligibility requirements to a) include currently excluded populations with significant need b) remove time limits and work requirements for Able-Bodied Adults Without Dependents (ABAWDS) and full-time students. ABAWDS and pertains to adults receiving food stamps who are considered employable.
- OPPOSE funding cuts or block granting the SNAP program.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.

**Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects – “Green” Job Creation** – Request that Congress and the Administration recognize the value of Habitat Conservation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

***Telecommunications Act of 1996 Revisions*** – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed broadband access; coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government’s franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

The Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband infrastructure and services. The County will oppose all bills that do not address the County’s concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 “Franchising Rules for Incumbents”) that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

***Telecommunications Issues*** – Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

***Temporary Assistance for Needy Families*** – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more “process-based” regulations issued in the last few years.



- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.
- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.
- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.
- End federal efforts to impose a national TANF error rate.

***Veterans Benefits*** – The County will support legislation to increase availability, accessibility, and utilization of Veterans Benefits.

Within Contra Costa County, Veterans' health care is provided by the VA Martinez Clinic, a division of the VA Northern California Healthcare System. Currently, access to enrollment in the VA healthcare system is limited to Veterans with a Service Connected disability of greater than 10%, special eligibility criteria (Purple Heart, former POW, Iraq & Afghanistan Vets within 5 years of discharge, etc.), and to Veterans with an annual gross income less than a geographically based threshold. Currently, VA emergency services are not available after hours or during weekends. The nearest VA emergency room is nearly 34 miles away from the VA Martinez Clinic.

The County will support legislation that would expand enrollment eligibility (such as removing the income limit criteria) to all Veterans with an honorable discharge. Furthermore, the County will support legislation that would establish 24 hour VA emergency services at the VA Martinez clinic.

In addition, the County will support legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder.

***Veterans Halls*** – The County will support legislation to provide America's veterans organizations with resources to make necessary repairs to or replacement of their meeting halls and facilities.

Across America, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Unfortunately, many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn.

The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.

***Volume Pricing*** – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

***Water Quality, Quantity and Delta Outflow*** – Congress may consider legislation that could adversely affect water quality, quantity and flows in the Sacramento-San Joaquin Delta to the detriment of the County residents, economy and resources. The Board of Supervisors will rely on its adopted Delta Water Platform and its adopted resolution on Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46) to determine the appropriate response to federal legislative issues brought to the Board's attention.

***Workforce Development*** – Contra Costa County supports policies that meet the needs of serving businesses, workers, job seekers, and youth. The County further supports policies under the Workforce Innovation & Opportunity Act (WIOA) that preserve local decision-making relative to spending, direction of work, and other functions of local workforce boards. The County also supports policies that increase employment and the creation of jobs in both the public and private sector and that enhance business' access to a qualified talent pool, and promote business growth through the development of a skilled workforce. The County also favors policies that provide increased funding to support job seeker services, as well as policies that make strategic investments to leverage existing funding in the workforce development arena.



**PROPOSED-20167**  
**STATE LEGISLATIVE**  
**PLATFORM**

---

Contra Costa County

**October 18, 2016**  
**DRAFT**

**January 17, 2017**



## Table of Contents

**COUNTY-SPONSORED LEGISLATION..... 2**

**LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES..... 2**

**STATE PLATFORM POLICY POSITIONS ..... 5**

Agriculture ..... 5

Animal Services ..... 6

Child Support Services..... 7

Climate Change..... 8

Delta Water Platform ..... 8

Elections..... 8

Emergency Preparedness, Emergency Response ..... 9

Eminent Domain ..... 9

Flood Control and Clean Water ..... 10

General Revenues/Finance..... 11

Health Care ..... 13

Human Services ..... 189

Indian Gaming..... 235

Land Use/Community Development..... 263

Law and Justice System ..... 286

Library..... 3128

Pipelines..... 31

Telecommunications and Broadband..... 3228

Transportation ..... 3329

Veterans ..... 351

Waste Management..... 362

Workforce Development..... 374

3128

Formatted: Indent: Left: 0.13", First line: 0.03"

Formatted: Normal, Indent: Left: 0", First line: 0.15", Tab stops: 6.5", Right

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight



## 20167 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals, legislative or regulatory advocacy priorities for the year, and policies that provide direction and guidance for identification of and advocacy on bills which would affect the services, programs or finances of Contra Costa County.

### COUNTY-SPONSORED LEGISLATION

#### Authorizing/Enabling Legislation Regarding Title 5, California Code of Regulations (School Facilities Construction)

The County has been engaged in advocating for the reform of school siting policies for a number of years. Late in 2016 the California Department of Education (CDE) announced an effort to revise Title 5 to, among other things, "align school facilities and siting policies with state sustainability goals..." In meeting with CDE staff and our Legislative Delegation over the past 5 years it has become apparent that in order to revise Title 5 such that requirements (as opposed to guidance) can be established, a legislative solution may be necessary.

~~No requests for County sponsored legislation have been received to date.~~

~~Pursue legislation to clarify that the disability retirement provisions applicable to Tier III members of the Contra Costa County Retirement Association (CCCERA) also apply to County and dependent special district non safety employees who become New Members, as defined in Public Employees' Pension Reform Act (PEPRA), of CCCERA.~~

### LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 20167, it is anticipated that critical issues requiring legislative advocacy will include the following:

**Priority 1: State Budget** – The state's continuing economic recovery, prior budget cuts, and the additional, temporary taxes provided by Proposition 30 have combined to bring the State Budget to a much improved financial condition. While the Governor's Budget identifies cost pressures and budget risks in health and human services programs, of particular concern to counties is the inadequate reimbursement for our ever-increasing cost of operating several human services programs: the "Human Services Funding Deficit," formerly referred to as the "Cost of Doing Business." The annual shortfall between actual county expenses and state reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap

Formatted: Font color: Dark Blue

Formatted: Font: Times New Roman, 12 pt, Not Italic, Highlight

Formatted: Justified

Formatted: Highlight

Formatted: Font: Times New Roman, 12 pt, Not Italic

Formatted: Not Highlight

Formatted: Font: Times New Roman, 12 pt, Not Italic

Formatted: Indent: Left: 0", Space After: 6 pt

Formatted: Font color: Dark Blue

forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of state and federal penalties.

**Priority 2: Health Care** – Counties play a critical role in California’s health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties stand ready to actively participate in discussions of how to best reform and preserve the health care system in California and implement the national health care reform legislation passed in 2010, The Patient Protection and Affordable Care Act (ACA).

The optional Medi-Cal Expansion, in effect on Jan. 1, 2014, was a significant part of the State Budget process in 2013. The ACA had required states to expand Medicaid programs to allow childless adults at or below 138 percent of poverty to be eligible for Medicaid (known as Medi-Cal in California). The Supreme Court struck down that mandate but allowed it to be an option for states, which California exercised.

However, significant unknowns remain including questions about the actual impact of the ACA coverage expansions on counties and the number of uninsured individuals to whom counties will still need to provide services. Counties will retain the Section 17000 responsibility, and there will be significant variations in the impacts of both the ACA and AB 85 for the different types of counties: county hospital (12 counties including Contra Costa County), payor/clinic and County Medical Services Program (CMSP) counties.

In the coming year, the County will continue to work on the implementation of required health care reform measures to maximize federal revenue. The County will support efforts to provide counties with the necessary tools to implement health care reform which may include performing eligibility and enrollment, preserving existing county resources from 1991 Realignment, providing for a smooth transition for the various operational systems, and supporting legislation to ensure that low-income families are covered under the Affordable Care Act while opposing legislation which would reduce Medi-Cal eligibility. In addition, the County will continue to work to reduce uncompensated health care costs, work-and on the adequacy of rates under the new health care system, and advocate for adequate state funding for community-based health and social service networks to improve service coordination, health outcomes and quality of life.

Formatted: Highlight

Comment [LD1]: Submitted by John Cunningham & Debbie Toth.

**Priority 3: Water and Levees /The Sacramento-San Joaquin Delta** – The enactment of the Delta Reform Act (2009), a bill that established the co-equal goals for reliable water supply and ecosystem restoration for the Delta, created the Delta Stewardship Council, and supported the proposed Bay Delta Conservation Plan (BDCP) --an effort to construct a pair of massive tunnels under the Delta-- will bring significant, large-scale change to the Delta as we know it. The scope and content of these changes, as well as enduring political battles between northern and southern California over water, will continue to guide legislative and administrative agendas in the coming year. Enabling legislation was also passed in 2009 for a state water bond, which was delayed from the 2010 and 2012 ballots but successfully passed on the 2014 state ballot, as Proposition 1.

Significant future impacts on the County in the areas of water quality and supply, levee stability, ecosystem health, local land use authority and flood control are anticipated.

Particular areas of concern for 2016<sup>7</sup> include, but are not limited to: (1) the ongoing development of the BDCP project, now recast as the California WaterFix (CWF) and whether the state water bond appropriates funds specific to the BDCP/CWF; and (2) the impacts of the Delta Plan on local land use authority, efforts to expedite state bond funding for levee improvement projects, and the development of flow standards that will impact water quality and ecosystem health in the Delta. The County's adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

**Priority 4: Realignment Implementation** – The battle for constitutional protections for 2011 Realignment concluded successfully on November 6, 2012 when Proposition 30 was passed by the voters. Proposition 30 provides constitutional guarantees to the funding that supports Realignment and safeguards against future program expansion without accompanying funding. With these provisions in place, Contra Costa County can continue to implement the array of programs transferred under 2011 Realignment, confident that funding is secure and programmatic responsibilities are defined. However, the County remains concerned that the funding is not sufficient and is also concerned about liability issues arising from the new responsibilities.

Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that will transfer additional program responsibility to counties without funding, constitutional protections, county participation and approval. The County will also oppose efforts that limit county flexibility in implementing programs and services realigned in 2011 or infringe upon our ability to innovate locally. The County resolves to remain accountable to our local constituents in delivering high-quality programs that efficiently and effectively respond to local needs. Further, we support counties' development of appropriate measures of local outcomes and dissemination of best practices.

With regard to Public Safety realignment, counties have received parolees whose latest crime fits the specified "non-violent, non-serious, non-sex offender" (N3) definition but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person's latest offense/crime determines if they meet the N3 criteria.

~~Specifically, a change would be requested to prevent those whose total criminal background does not meet the N3 criteria.~~ These individuals should stay under the responsibility of the state.

The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families. The County will also continue to support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the state, without undue delay. Finally, the County also supports more funding for mental health and behavioral health programs and facilities in order to meet the requirements of Realignment and the goal of reducing recidivism.

## STATE PLATFORM POLICY POSITIONS

Formatted: Font color: Dark Blue

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted. The rationale for the policy position is italicized.

### **Agriculture**

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs, and support revisions to State school siting policies, to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all infestations of the South American spongeplant and to rid the Delta of this and other invasive aquatic species through integrated pest management methods. *Invasive aquatic species are a threat to agriculture, the environment and recreation in the Delta. This position includes support for efforts by the Department of Boating and Waterways to secure multi-year permits for eradication of multiple invasive aquatic plant species in the Sacramento-San Joaquin Delta, its tributaries, and its marshes.*
5. SUPPORT the CSAC policy statement regarding revisions to the California Conservation Act of 1965 (the Williamson Act) to support legislative changes that preserve the integrity of the Williamson Act, eliminate abuses resulting in unjustified and premature conversions of contracted land for development, and to fully restore Williamson Act subventions. The state subventions to counties also must be revised to recognize all local tax losses.



## Animal Services

6. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
7. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
8. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
9. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
10. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
11. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are the yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

**Child Support Services**

12. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
13. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
14. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
15. SUPPORT efforts to ensure that the reduction to the California Department of Child Support Services is not passed down as a reduction to the local program.
16. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a website.

## Climate Change

17. SUPPORT the CSAC *Climate Change Policy Statements and Principles* which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*
18. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony between the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, and the Sustainable Communities Strategy developed through the Regional Transportation Plan processes.
19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, have Natural Community Conservation Plans or similar land conservation efforts that will address climate change and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.). *The County has several good projects that would sequester carbon, such as Creek and wetland restoration projects.*
20. SUPPORT efforts to ensure life-cycle costs are considered when planning new projects in the state. A key challenge for State and local agencies is funding the ongoing operation and maintenance of infrastructure. This includes all aspects of the built environment: buildings, roads, parks, and other infrastructure. As California begins to implement more aggressive climate goals, the State should be thinking about new methodologies for anticipating project costs. In particular, it is evident that California will need a different transportation system than the one we have currently, and that this new transportation system will be more expensive to maintain. Traditional accounting methods that look only at initial project cost lead to situations where infrastructure fails, at greater replacement cost than if ongoing operation and maintenance had been included from the beginning. This would include methodologies for internalizing the social and environmental costs of projects.
21. SUPPORT revisions to the Public Resources Code and the Air Resources Board's Investment Plans to provide Cap and Trade funding for the conservation of natural lands, parks and open space through fee title acquisition as well as easements.
22. OPPOSE changes to the California Environmental Protection Agency's protocols for designating disadvantaged communities which result in a reduction in the number or size

Comment [VT2]: John Kopchik, DCD

Comment [VT3]: Mitch Avalon, PW Consultant

Formatted: Font: Italic

Comment [VT4]: John Kopchik, DCD

Formatted: Font: Italic

Comment [VT5]: John Cunningham, TWIC

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: Highlight

Formatted: Justified

of disadvantaged communities in Contra Costa County. Disadvantaged communities are prioritized for receipt of Greenhouse Gas Reduction Funds, the funding source for a number of state grant programs. *Contra Costa County has a number of communities and neighborhoods that are economically and socially disadvantaged and located near large, current and former industrial sites. These industrial operations contribute through the Cap and Trade program to the Greenhouse Gas Reduction Fund. The state designations should continue to reflect the disproportionately acute needs of these communities.*

Formatted: Font: Italic, Highlight

Comment [LD6]: Per John Cunningham, DCD

Formatted: Font: Italic, Highlight

Formatted: Highlight

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0", First line: 0"

### Delta Water Platform

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a *Delta Water Platform* to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

### Elections

- | ~~19-23.~~ SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
  
- | ~~20-24.~~ SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*
  
- | ~~21.~~ SUPPORT legislation that would add provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion.

**Comment [VT7]:** SB 450 (Allen) was signed by the Governor and it permits all counties, starting in 2020, to conduct general elections by mail, subject to the standards therein

### Emergency Preparedness, Emergency Response

- | ~~22-25.~~ SUPPORT legislation that would give local agencies more authority to train volunteers, provide funding for Community Emergency Response Training (CERT), and help clean-up oil spills without taking on additional legal liability.
  
- | ~~23-26.~~ SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
  
- | ~~24-27.~~ SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.

~~25-28.~~ SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.

~~26-29.~~ SUPPORT legislation or other measures requiring the creation or utilization of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.

~~27-30.~~ SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools.

### **Eminent Domain**

~~28-31.~~ SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.

~~29-32.~~ SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

### **Flood Control and Clean Water**

~~30-33.~~ SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*

~~31-34.~~ SUPPORT efforts to provide local agencies with more flexibility and options to fund stormwater programs. *Stormwater permit requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater services, encompassing both water quality and drainage/flood control, could be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*

~~32-35.~~ SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*

| ~~33-36.~~ SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing ~~zoning~~ 200-year flood plain ~~mapping maps, and-but~~ if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County.*

Comment [VT8]: Mitch Avalon, PW  
Consultant

| ~~34-37.~~ SUPPORT legislation to enable Zone 7 Water Agency to become a new public agency, separate and apart from the Alameda County Flood Control and Water Conservation District, with territory in both Alameda and Contra Costa counties and the power to provide specific services, insofar as the legislation is guided by adopted Principles of Understanding.

DRAFT

### **General Revenues/Finance**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

~~35-38.~~ 38. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.

~~36-39.~~ 39. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth lags behind property tax growth.)*

~~37-40.~~ 40. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).

~~38-41.~~ 41. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.

~~39-42.~~ 42. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*

~~40-43.~~ 43. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.

~~41-44.~~ 44. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.

~~42-45.~~ 45. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.

~~43-46.~~ 46. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.

~~44-47.~~ 47. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to*



require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.

- | ~~45-48.~~ SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
- | ~~46-49.~~ SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
- | ~~47-50.~~ SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
- | ~~48-51.~~ SUPPORT legislative compliance with both the intent and language of Proposition 1A.
- | ~~49-52.~~ SUPPORT the provisions of Proposition 22 that would protect County revenues, particularly as related to transportation revenues and excluding those provisions related to redevelopment funds.
- | ~~50-53.~~ SUPPORT full State funding of all statewide special elections, including recall elections.
- | ~~51-54.~~ OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
- | ~~52-55.~~ SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
- | ~~53-56.~~ SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
- | ~~54-57.~~ SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and*

*Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*

~~55-58.~~ SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.

### **Health Care**

*The County remains concerned about the implementation of any health care reform measures that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. The County supports a concept of universal health coverage for all Californians. Toward that end, the County urges the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, the County urges the state to prevent reform efforts from exacerbating problems with existing service and funding. The state must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

~~56-59.~~ SUPPORT state action to increase health care access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*

~~57-60.~~ SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.

~~58-61.~~ SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).

~~59-62.~~ SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual (or multiple) diagnoses. *Approaches should include community-based providers and could be modeled after current programs in place in safety net systems.*

Comment [LD9]: Submitted by John Cunningham & Debbie Toth.

~~60-63.~~ SUPPORT efforts that provide sufficient time for detailed data gathering of current safety funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public*

*health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*

- | ~~61-64.~~ 64. **OPPOSE** safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
- | ~~62-65.~~ 65. **SUPPORT** efforts to clearly define and adequately fund remaining county responsibilities.
- | ~~63-66.~~ 66. **SUPPORT** state action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities (including recovery facilities), and that they can remain viable after health reform.
- | ~~64-67.~~ 67. **SUPPORT** efforts to provide adequate financing for health care reforms to succeed.
- | ~~65-68.~~ 68. **SUPPORT** measures that maximize federal reimbursement from Medicaid and S-CHIP.
- | ~~66-69.~~ 69. **SUPPORT** state action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.
- | ~~67-70.~~ 70. **SUPPORT** efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
- | ~~68-71.~~ 71. **SUPPORT** state action to implement a Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
- | ~~69-72.~~ 72. **SUPPORT** efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
- | ~~70-73.~~ 73. **SUPPORT** efforts to obtain a fair-share of any state funds in a distribution of funding for the integration of IHSS and managed care.
- | ~~71-74.~~ 74. **SUPPORT** efforts to increase the availability of health care (including alcohol and other drugs recovery) to the uninsured in California, whether employed or not.
- | ~~72-75.~~ 75. **SUPPORT** legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.

- ~~73-76.~~ SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.
- ~~74-77.~~ SUPPORT efforts that allow counties to draw down federal Medicaid funds for providing confidential alcohol and drug screening and brief intervention services to pregnant women and women of childbearing age who also qualify for Medi-Cal benefits.
- ~~75-78.~~ SUPPORT state efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth suffering from substance abuse disorders access to a continuum of care, including residential and one-on-one outpatient treatment.
- ~~76-79.~~ SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
- ~~77-80.~~ SUPPORT efforts to extend Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
- ~~78-81.~~ SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and other drugs populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
- ~~79-82.~~ SUPPORT and encourage the development of strategies that include alcohol and other drugs services in the provision of all culturally appropriate health care services.
- ~~80-83.~~ SUPPORT efforts to require coverage of medically necessary alcohol and substance abuse related disorder treatment on the same levels as other medical conditions in health care service plans and disability insurance policies. *Alcohol and other drugs treatment services are the most under-funded of all health services. Neither the state nor the federal allocations to the County covers medical treatment for AOD services, and so are a cost borne by the County.*
- ~~81-84.~~ SUPPORT legislation that extends the restrictions and prohibitions against the smoking of and exposure to tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities; preventing the use of tobacco, electronic smoking devices (e-cigarettes) and flavored tobacco by youth and young adults; eliminating exposure to second-hand and third-hand smoke; restrictions on advertising of electronic smoking devices; reducing and eliminating disparities related to tobacco use and its effects among specific populations; increasing the minimum age to 21 to purchase tobacco products; and the promotion of cessation among young people and adults.

Comment [VT10]: Dan Peddycord, Public Health

82-85. SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law.

86. SUPPORT funding and policy changes to support population-based chronic disease prevention efforts. Collectively, these include efforts to move up-stream from the treatment of illness associated with chronic disease to advance a policy, systems and organizational-change approach to address the underlying environmental factors and conditions that influence health and health behaviors.

83-87. SUPPORT funding and policy changes to support developing a workforce with gerontological expertise to manage the exponential growth in the chronically ill aging population.

- Formatted: List Paragraph, Left, No bullets or numbering
- Formatted: Highlight
- Comment [LD11]: Submitted by John Cunningham & Debbie Toth.
- Formatted: Highlight

84-88. SUPPORT efforts that would advance a Health-In-All-Policies approach to policy work done across the County. This implies consideration of how health is influenced by the built environment and a connection with land use planning and development.

85-89. SUPPORT ongoing study of the health impacts of global and regional climate change and ongoing countywide mitigation and adaptation efforts.

Comment [VT12]: Dan Peddycord, Public Health

90. SUPPORT efforts that would preserve the nature and quality and continuity of care associated with safety net services historically provided at the local level, such as the California Children’s Services (CCS) and Child Health and Disability Prevention (CHDP) programs, which are being transitioned into managed care at the state level.

Comment [VT13]: Dan Peddycord, Public Health

91. SUPPORT efforts that promote aging in place through the utilization of long-term supports and services and caregiver support services.

- Formatted: List Paragraph, Left, No bullets or numbering
- Formatted: Highlight
- Comment [LD14]: Submitted by John Cunningham & Debbie Toth.

86-92. SUPPORT increasing the level of funding for Long-Term Services and Supports (LTSS) and Home and Community Based Services (HCBS) to meet the increase in cost to provide services and to meet the tremendous increase in the aging population.

- Formatted: Highlight
- Formatted: Highlight
- Comment [LD15]: From the “Aging Imperative Policy Platform” submitted by Debbie Toth.
- Formatted: Highlight

87-93. SUPPORT maintaining level or enhanced funding, streamlined processes and greater flexibility for use of State and Federal funding to respond to Public Health Emergency Preparedness initiatives including Pandemic Influenza, emerging diseases, and continued funding for all categories related to Public Health Preparedness, including Hospital Preparedness Program, Homeland Security, Cities Readiness Initiative and core Public Health Preparedness.

Comment [VT16]: Dan Peddycord, Public Health

88-94. SUPPORT increased funding and policy changes for Tuberculosis (TB) prevention and treatment, to reflect the increased risk of transmission faced across the Bay Area. *The Bay Area, including Contra Costa County, experiences more cases of active Tuberculosis*

than do most states in the nation. The demographic make-up of our communities combined with frequent international travel between the Bay and areas where TB is endemic, present an added risk and thus the need to maintain adequate funding and program infrastructure.

89-95. SUPPORT increased funding for the public health infrastructure, capacity and prevention services as outlined in the public health components of the Affordable Care Act and the National Prevention and Public Health Fund.

Comment [VT17]: Dan Peddycord, Public Health

90-96. SUPPORT recognition of Local Public Health Departments as an authorized provider for direct billing reimbursement related to the provision of Immunization, Family Planning, HIV, STD and TB services.

Comment [VT18]: Dan Peddycord, Public Health

Formatted: Highlight

91-97. SUPPORT the reversal of the pre-emption language regarding local Menu-Labeling that is included the Affordable Care Act.

Formatted: Highlight

92-98. SUPPORT enhanced funding and capacity for public health programs, specifically:

a. Prevention programs in the areas of chronic disease, specifically, obesity, diabetes, asthma and cancer.

b. Prevention and risk reduction programs in the area of HIV, STD, teen pregnancy, injury prevention as well as health promotion programs, such as nutrition and activity education;

c. Oral health programs, especially those which address the needs of children and those with oral health disparities.

a. Prevention programs in the areas of chronic disease, specifically oral health, obesity, diabetes, cancer, teen pregnancy and injury prevention as well as health promotion programs, such as nutrition and activity education;

b.d. Protecting the Prevention and Public Health Fund (PPHF), as established in the Affordable Care Act.

e.c. Increased resources dedicated to surveillance and prevention programs targeting chronic diseases such as cardiovascular, stroke, cancer, diabetes, and asthma, as well as injury and violence;

d.f. Combating infectious and emerging diseases, such as Zika, novel Influenza, Hepatitis B, Hepatitis C, Chlamydia, and seasonal Influenza and public health programs which providing provide screening, diagnosis, and treatment;

e.g. Provide for adequate State funding for children's programs, including the California Children's Services (CCS) program for clients who are not Medi-Cal eligible to assure that counties are not overmatched in their financial participation; and

h. Programs which seek to monitor and address the needs of Foster youth, especially those on psychotropic medication.

i. Best practice programs which seeks to protect and enhance the health of pregnant women and that address maternal, child and adolescent health needs.

f. Programs which seek to limit the effects of injury, violence and abuse on children and adults.

Comment [VT19]: Dan Peddycord, Public Health

- ~~93-99.~~ SUPPORT efforts to strengthen needle exchange programs as part of an overall program to combat the spread of HIV and other diseases; allowing items associated with needle exchange programs such as, cookers, sterile water, and cotton to be distributed along with clean needles; and the elimination of the federal ban on funding needle exchange programs.
- ~~94-100.~~ SUPPORT legislative efforts to reduce or eliminate lead and toxic substances in consumer products, particularly those used by infants and children.
101. SUPPORT legislative efforts to reduce exposure to toxic air pollutants and the reduction of CO<sub>2</sub> emissions greenhouse gases.
- 95-102. SUPPORT funding, policy and programs dedicated to suicide, injury and violence prevention. Additionally, support efforts aimed at reducing health disparities and inequities associated with violence against women, communities of color and the LGBT community. Programs which seek to limit the effects of injury, violence and abuse on children, seniors and persons with disability.
- ~~96.~~ SUPPORT funding, policy and programs dedicated to suicide and violence prevention.
- ~~97-103.~~ SUPPORT funding, policy and program development aimed at reducing the misuse of prescription drugs, most especially opioids. Additionally, support funding and resources for local capacity to address new state laws regarding restrictions on the sale and use of powdered alcohol. ~~restrictions on the sale and use of powdered alcohol, which can lead to unsafe levels of intoxication if it is mixed incorrectly or ingested in its powdered form.~~
- ~~98-104.~~ SUPPORT necessary County infrastructure and adequate funding related to education, regulatory, testing the support and enforcement functions ~~of newly passed~~ associated with the State Medical Marijuana regulatory controls.
105. SUPPORT legislation ~~such as AB 1357~~ and/or similar policy efforts to tax certain beverages that contain added sugars, by establishing a per fluid ounce health impact fee on sugar sweetened beverages at the distributor level. In addition, support ~~SB 203, a two year bill, or similar~~ efforts which would create the Sugar Sweetened Beverage Safety warning act, which would require a safety warning on all sealed sugar sweetened beverages.
- 99-106. SUPPORT legislation and efforts that support healthy meals and adequate meal time for school-age children.
- ~~100.~~ SUPPORT legislation ~~such as AB 292 (Santiago) and/or similar efforts that support healthy meals and adequate meal time for school age children. The bill would require school districts, in addition to providing a nutritionally adequate free or reduced price meal for each needy pupil each school day, to ensure that each of the schools in their respective jurisdictions makes available to its pupils adequate time to eat after being served lunch. The bill would declare that the State Department of Education specifies that~~

Comment [LD20]: Submitted by John Cunningham & Debbie Toth.



~~an adequate time to eat school lunch is 20 minutes after being served. The bill would require a school that determines, upon annual review of its bell schedule, that it is currently not providing pupils with adequate time to eat, to identify and develop a plan to implement, in consultation with the school district, ways to increase pupils' time to eat lunch.~~

~~101.~~

~~107.~~ SUPPORT efforts to dedicate funding that sustains and expands non-infrastructure Safe Routes to School programs that educate students, parents, and school staff about safe walking and bicycling to school.

~~108.~~ ~~Support~~SUPPORT efforts to address the underlying determinants of health and health equity, such as housing and prevention of displacement, educational attainment and livable wage jobs, and accessible transportation.

Formatted: Indent: Left: 0.5", No bullets or numbering

Comment [LD21]: Submitted by John Cunningham.

Comment [VT22]: Dan Peddycord, Public Health

## Human Services

~~102.~~109. SUPPORT efforts to promote safety of Adult Protective Services workers conducting required unannounced home visits by allowing them to request and receive from law enforcement criminal record checks through the California Law Enforcement Telecommunications System (CLETS). *This would primarily be used for reported abusers in the household.*

~~103.~~110. SUPPORT efforts to develop emergency/and or temporary shelter options for Adult Protective Services population and consider options that include but are not limited to, licensing of facilities specifically for this population and exploring Medi-Cal billing options to support clients in hospitals and other care facilities pending a more permanent housing placement.

~~104.~~111. SUPPORT simplification of IHSS service hour calculation and allocation to insure compliance with the Fair Labor Standards Act (FLSA) and efficiently provide services to consumers.

~~105.~~112. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets, including through solutions that allow access for Adult Protective Services to access financial records for investigation of financial abuse and exploitation. *Financial abuse is a fast-growing form of abuse of seniors and adults with disabilities and current law does not authorize financial institutions to grant access to financial records necessary to investigate the reported abuse without the consent of the account holder or authorized representative.*

~~106.~~113. SUPPORT efforts to establish an "umbrella code" for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. Current reporting policies within California's law enforcement community and



social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.

~~107.~~114. SUPPORT funding for statewide Adult Protective Services training.

115. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*

116. SUPPORT legislative efforts that allow for coordination of services and data, across state and county departments, that support aging and elder populations.

Comment [VT23]: Susan Jeong, EHSD

117. SUPPORT creation of a pilot program “Fostering Dignity in Aging,” to provide grant funding to counties to be used specifically for housing preservation and eviction prevention services of victims of elder and dependent adult abuse, exploitation, neglect, or self-neglect.

Comment [VT24]: Susan Jeong, EHSD

118. SUPPORT creation of funding opportunities and policies which promote the development of aging-friendly communities.

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: Highlight

Comment [LD25]: Submitted by John Cunningham & Debbie Toth.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Comment [VT26]: Susan Jeong, EHSD

~~108.~~ SUPPORT legislation that authorizes juvenile courts to deny reunification services to a parent who has knowingly engaged in or consented to the sexual exploitation of the child.

~~109.~~119. SUPPORT efforts to extend family stabilization mental health/substance abuse funding to include all family members. *Current law only funds services for adult Welfare to Work participants.*

110. SUPPORT revision of CalWORKs Program regulations to eliminate the Welfare to Work 24 Month Time Clock in order to provide clients with a full 48 months to participate in Welfare to Work activities.

Comment [VT27]: Susan Jeong, EHSD

~~111.~~120. SUPPORT solutions to address gaps in existing state statute that cause disruptions to continuity of care for some Covered California Insurance Affordability Program (IAP) enrollees when a new determination of IAP takes place.

~~112.~~121. SUPPORT the use of state funds to pay for CalFresh benefits for those Deferred Action for Childhood Arrivals (DACAs) and PRUCOL (Permanent Residents Under the Color of Law) who would otherwise be ineligible for CalFresh.

Comment [VT28]: Susan Jeong, EHSD

~~113.~~122. SUPPORT efforts to extend eligibility to zero share of Medi-Cal cost when recipients report new earned income. *Potential increases to state and local minimum wage impacts eligibility to free health care.*

~~114. SUPPORT efforts to increase CalFresh participation by eliminating Gross Income Test for all applicants, exempting Veteran's Benefits from any income test, increasing shelter deduction to average rate based on County of Residence (varied across State), and eliminating countable resources and/or expanding Modified Categorically Eligible regulations to all households.~~

~~115. SUPPORT efforts to simplify the CalFresh application process through the creation of a statewide telephonic and electronic signature system to reduce denials and discontinuances due to failure to provide.~~

Comment [VT29]: Susan Jeong, EHSD

~~116.123. SUPPORT efforts to extend eligibility of CalWORKs benefit by exempting the first 6 months of earned income received from new employment or wage increases. *Intended to create better financial stability when a family's income increases due to changes in local and state minimum wage law.*~~

~~117.124. SUPPORT fully funding Medi-Cal Administrative costs.~~

~~118.125. SUPPORT efforts to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid.~~

Legislative changes to support these initiatives could include the following:

- a. **Supportive Services.** Extending the length of time CalWORKS recipients can receive supportive service such as help with transportation, child care, work uniforms, etc.
- b. **Welfare to Work.** Extending the length of time families can receive Welfare to Work services (job training and search and other employment related services) including job retention services. Currently CalWORKS recipients are eligible to receive supportive services and Welfare to Work services for up to 48 months if they are in compliance with CalWORKS rules. After 48 months these services or for CalWORKS cash aid. Helping people move from poverty and significant education gaps to full time employment in jobs that pay a high enough wage to be self-sufficient is difficult. It can take longer than 48 months and allowing for the flexibility to extend supportive services and training past the 48 month time limit would help.
- c. **Diversion:** Removing the criteria that someone has to be apparently eligible to CalWORKS in order to qualify for diversion and base the criteria on the client's circumstance and ability to maintain the situation on their own without the need of continued assistance.

- When applying income and resource requirements for diversion, use only half of their income and/or resource value or increase the limits for income and resources for diversion only.
  - Increasing the amount of the diversion payment. If the applicant doesn't "use" all of the amount, they have 12 months to come back into the office and apply for the remaining amount of their diversion payments.
  - Allowing families to reapply for CalWORKs during their diversion period without a repayment penalty or CalWORKs ineligibility.
- d. Expanding job retention services;
- e. Exempting the hard-to-serve from Welfare-to-Work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF authorization). Developing an eligibility definition to 250% of the federal poverty level (FPL). Currently, the CalWORKs poverty level is 130% of the FPL for each Assistance Unit (AU). An increase to 250% would ensure more families meet income eligibility requirements.

All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.

~~119.~~ 126. SUPPORT efforts to revise the definition of "homelessness" in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually "on the street." This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the family members' employment status.*

~~120.~~ 127. SUPPORT alignment of verification requirements for CalWORKs, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERS. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*

~~121.~~ 128. SUPPORT allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both program are so similar. This would increase CalFresh uptake in an efficient way.*

129. SUPPORT efforts to increase CalFresh benefit amounts to better meet recipients' nutritional needs, improve ease and accessibility of the CalFresh application and recertification processes, and adjust CalFresh eligibility requirements to include currently excluded populations with significant need.

~~122~~-130. SUPPORT efforts to restore cuts to the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program and reinstate the annual Cost of Living Adjustment (COLA.)

Comment [VT30]: Susan Jeong, EHSD

~~123~~-131. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*

~~124~~-132. SUPPORT the efforts of CHSA (California Head Start Association) in securing legislation to support a state-wide integrated child care licensing structure. This will allow childcare programs to apply for and have one child care license for all children 0-5 as opposed to the current system of a two-license structure for varying ages of children in care. California remains only one of two states in the nation to maintain the two license structure.

133. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.

Formatted: Font color: Auto

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Tab stops: Not at 0.5"

~~125~~.

~~126~~-134. OPPOSE any legislation that increases tobacco taxes but fails to include language to replace any funds subsequently lost to The California Children and Families Act/Trust Fund for local services funded by tobacco taxes, Proposition 10 in 1998 and Proposition 99 in 1988.

Formatted: Justified

~~127~~-135. SUPPORT efforts by the Contra Costa County’s executive directors and program administrators of all Child Care and Development Programs to restore state budget allocations to the FY 2009-10 levels if verified that this is an increase by fiscal analysts for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212). *Budgets in these programs have stagnated or reduced. An increase would greatly help low-income people find work and stay in jobs.*

Formatted: Justified

~~128~~-136. SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation.*

~~129-137.~~ SUPPORT legislation to expand early child care and education and increase funding for preschool and early learning.

Formatted: Justified

~~130-138.~~ SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. *Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites.*

139. SUPPORT legislation to expand early care and education and increase funding for preschool and early learning, through a diverse and multi-faceted delivery system.

140. SUPPORT restoration of child development programs (pre-2011 funding) under Proposition 98 funding.

141. ~~Support~~SUPPORT legislation that would clarify and streamline the definition of homelessness across categorical eligibility for child care services to homeless children.

142. ~~Support~~SUPPORT legislation that would clarify the definition of “volunteer” in SB 792, a bill which prohibits, commencing September 1, 2016, a person from being employed or volunteering at a day care center or a day care home if he or she has not been immunized against influenza, pertussis, and measles. *Current law does not specify an established minimum of time spent in a child care facility to be considered a volunteer. SB 792, therefore, would apply to parents/grandparents coming to child care centers for one-time volunteer activities, to provide proof of vaccination.*

Formatted: Highlight

Formatted: Font: Italic

143. SUPPORT the establishment of a 12-month child care assistance and graduated phase out that allows for tapered assistance to families whose income has increased at the time of re-determination, but still does not exceed the federal income limit of 85% of State Median Income.

Comment [VT31]: Susan Jeong, EHSD

~~131-144.~~ SUPPORT continued and improved funding for substance abuse treatment and mental health services including those that provide alternatives to incarceration and Laura’s Law.

Formatted: Justified

145. SUPPORT increased funding for Foster Parent Recruitment and Retention.

146. SUPPORT continued and improved funding for implementation of Continuum of Care Reform.

147. SUPPORT child-specific approval for kinship caregivers (and non-related extended family members) to enable relatives to care for their related child/children, if in the child’s best interest, even if the relative/NREFM is not able or willing to be approved as a foster parent for their foster children.

- 148. SUPPORT counties to access CWS/CMS to determine family’s child abuse history for the Resource Family Approval process.
- 149. SUPPORT efforts to improve and expand emergency food assistance networks’ (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need.
- 150. SUPPORT efforts that seek to address the impact of domestic violence and sexual assault and implement culturally relevant, trauma-informed responses, connect victims to services, and prevent domestic violence and sexual assault.
- 151. SUPPORT increased investments in housing for victims of domestic violence and human trafficking including the preservation of emergency and long-term housing options for victims.
- 152. SUPPORT efforts that prevent domestic violence homicide including assessment of risk for assault or lethal force throughout the criminal justice system.
- 153, 154. SUPPORT investments in continuous training and coordination of training for all law enforcement officers, District Attorneys, Public Defenders, Judges and other court staff on issues of domestic violence, sexual assault, human trafficking, elder abuse and trauma informed approaches.
- 153, 154. SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminal CalFresh eligibility when a recipient is detained in a county jail for a period of less than a year.
- 154, 155. SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program.
- 156. SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily.
- 157. SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs.
- 158. SUPPORT legislation and investments related to long-term care, senior housing affordability, medical service access, transportation, isolation and other quality of life issues to support aging with dignity.
- 155. SUPPORT expanding CalWORKs Homeless Services Program.

Formatted: Justified

Comment [VT32]: Susan Jeong, EHSD

Formatted: Justified, Indent: Left: 0.5", No bullets or numbering

Formatted: Justified

Formatted: Highlight

Formatted: Justified, No bullets or numbering

Formatted: Justified

Formatted: Highlight

Formatted: Indent: Left: 0.5", No bullets or numbering

~~136.~~ SUPPORT eliminating the Maximum Family Grant (MFG) Rule. *MFG prevents families from receiving benefits for children conceived and born while receiving CalWORKs benefits.*

Comment [VT33]: Susan Jeong, EHSD

### Indian Gaming Issues

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There ~~is also~~ *has been* a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the federal and state review processes and for mitigation for the existing Class II casino.*

~~137.~~159. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.

~~138.~~160. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

~~139.~~161. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.

~~140.~~162. SUPPORT State authority to tighten up the definition of a Class II machine.

~~141.~~163. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

Formatted: Font: Arial, Not Bold

Formatted: Normal

## Land Use/Community Development

~~142.~~ 164. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development and Priority Production Areas including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" and Sustainable Community Strategy principles. Priority Production Areas are locally designated zones where manufacturing, warehousing, distribution and repair services would be a priority consideration in determining future land use.*

Comment [VT34]: John Cunningham, TWIC

Formatted: Highlight

Formatted: Highlight

~~143.~~ 165. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports a number of goals in Goals 2, 3 and 4 of the County General Plan Housing Element.*

Comment [VT35]: John Kopchik, DCD

~~144.~~ 166. SUPPORT establishment of a CEQA exemption for affordable housing financing. Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. *The current exemption for state agencies is only operational if a CEQA review process has been completed by another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.*

~~145.~~ 167. SUPPORT efforts to obtain a CEQA exemption or to utilize CEQA streamlining provisions for infill development or Priority Development Areas, including in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities or unincorporated areas of a certain size surrounded by cities. *Without the exemption, housing projects in the unincorporated areas that are not surrounded by cities (e.g. North Richmond, Montalvin Manor and Rodeo) are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. The CEQA exemption bill signed by the Governor in 2013 (SB 741) only applies to mixed-use or non-residential projects in the unincorporated areas that are both within ½ mile of a BART station and within the boundaries of an adopted Specific Plan.*

~~146.~~ 168. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.

~~147.~~ 169. OPPOSE efforts to limit the County's ability to exercise local land use authority.



~~148-170.~~ SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*

~~149-171.~~ SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$24 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the inclusion of NCCPs for funding in allocations from Proposition 1. Support \$90 million for implementation of NCCPs and an additional \$100 million for watershed protection and habitat conservation in future park, water or natural resource bonds. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375, AB 32 as well as an appropriate tool for spending CAP-Cap and Trade revenues. Promote effective implementation of NCCPs as a top priority for the California Department of Fish and Wildlife. Support an increase to \$1.6 million for the California Department of Fish and Wildlife's Local Assistance Grant program. Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council. Support alignment of State and Regional of Water Board permits (Section 401 clean water act and storm water permits) and California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602 of the Fish and Game code) and other State natural resource permitting with California Endangered Species Act permitting through NCCPs to improve the overall efficiency, predictability and effectiveness of natural resource regulation.

Comment [VT36]: John Kopchik, DCD

~~150-172.~~ SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, blight removal and promoting smart growth and affordable housing development, while balancing the impacts on revenues for health and safety programs and healthy communities.

~~151.~~ OPPOSE legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact.

Comment [VT37]: John Kopchik

~~152-173.~~ SUPPORT legislation that would resolve the administrative funding gap for agencies serving as the Successor Housing Agency. Such legislation should not have a negative impact on the localities' general fund. The Redevelopment Dissolution Act allows Successor Agencies a modest allowance of tax increment funds to support Successor Agency administrative costs. There is no such carve out for Housing Successors. However, unlike Successor Agencies, Housing Successors have an ongoing obligation to monitor existing affordable housing developments. These obligations will continue for up to 55 years.

- ~~153~~.174. SUPPORT legislation that would clarify the ability of successor agencies to former redevelopment agencies to enter into contracts with its sponsoring jurisdiction and third parties to fulfill enforceable obligations. *The existing redevelopment dissolution statute limits the contracting powers of successor agencies which is causing delays in their ability to expeditiously retire certain enforceable obligations of the former redevelopment agencies.*
- ~~154~~.175. SUPPORT legislative and regulatory efforts that streamline compliance with the California Environmental Quality Act (CEQA) by integrating it with other environmental protection laws and regulations, modifying the tiering of environmental reviews, expanding the application of prior environmental reviews, focusing areas of potential CEQA litigation, and enhancing public disclosure and accountability.
- ~~155~~.176. OPPOSE CEQA reform efforts that reduce environmental protections for projects that cross county or city boundaries.
- ~~156~~.177. SUPPORT efforts to improve or streamline CEQA for efficiency without losing sight of its ultimate goal to thoroughly identify environmental impacts and mitigations.
- ~~157~~.178. OPPOSE efforts to change CEQA solely to accommodate one particular infrastructure project or set of projects.
- ~~158~~.179. SUPPORT legislation that amends Section 20133 of the Public Contract Code to 1) delete the existing sunset date of July 1, 2014 for design-build authority granted to counties, and 2) eliminate the current project cost threshold of \$2.5 million required for the use of the design-build method.

Formatted: Indent: Left: 0", First line: 0"

## Law and Justice System

- ~~159~~-180. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
- [181.](#) SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*
- ~~160~~-182. SUPPORT legislation that requires boater's insurance. *Currently, boaters are not required to carry insurance in California.*
- ~~161~~-183. SUPPORT legislation that provides better funding for local agencies forced to deal with abandoned and sunken vessels and their environmental impacts.
- ~~162~~-184. OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.
- ~~163~~-185. OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.
- ~~164~~-186. SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.
- ~~165~~-187. SUPPORT legislation that will combat the negative impact that human trafficking has on victims in our communities, including the impact that this activity has on a range of County services and supports, and support efforts to provide additional tools, resources and funding to help counties address this growing problem.
- [188.](#) ADVOCATE for State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. *A type of flavored malt alcoholic beverage product known as "alcopops" has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in single-serving bottles or cans. The Board, through recommendations from the Public Protection Committee, has*

Comment [VT38]: Supervisor Mary Piepho

adopted amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that authorizes the County to prohibit the sale of alcopops at any establishment not in compliance with the performance standards. Along with the code changes, various implementation strategies were also approved in order to better coordinate efforts between County Departments and agencies for streamlined implementation and enforcement of the Ordinance.

189. SUPPORT legislative reform of current bail provisions that will replace reliance on money bail with a system that incorporates a pretrial risk assessment tool and evidence-based pretrial release decisions. *The current reliance on fixed bail schedules and commercial money bonds ignores public safety factors and unfairly penalizes poor people who are awaiting trial. Bail reform in this manner will ensure that only dangerous persons who cannot be safely supervised in the community while they are awaiting trial will be held in custody pretrial. Locally, our County has moved in this direction with an AB109 funded pretrial program. Many statewide organizations support bail reform. Among them are the ACLU, Californians for Safety and Justice, the California Public Defenders Association, and the California Attorneys for Criminal Justice.*

Comment [VT39]: Robin Lipetzky, Public Defender

Formatted: Justified, Indent: Left: 0.5", No bullets or numbering

## Levees

~~166.~~190. ADVOCATE for administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. *Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work to actively advocate for \$1 billion in funding through this bond.*

~~167.~~191. SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year or legislative hearings conducted on expediting the expenditure of bond proceeds through the Department of Water Resources Delta Levees Section. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state's inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. Legislative hearings may produce explanations from the state as to why these funds are not being distributed or identify methods to streamline administration of these funds.

~~168.~~192. SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75% of project costs will expire on July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts

will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. The Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established.

~~169~~.193.        ADVOCATE for legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.

~~170~~.194.        SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*

~~171~~.195.        SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Council, as adopted in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Council to make the final decision. Should the Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.

*"Covered actions" are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council's "covered actions" process.*

## Library

~~172-~~196. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF) and the Direct/Interlibrary Loan (Transaction Based Reimbursement) program.

~~173-~~197. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.

198. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

### Pipeline Safety

199. SUPPORT legislation that contains specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults for all intrastate petroleum pipelines. *State Fire Marshal Annual Inspections of all Intrastate Petroleum Pipelines do not contain the specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults that are mandated for Gas Pipelines under AB 2856. The County has several petroleum pipelines that should be classified under these categories and present the same explosive nature as gas pipelines do.*

200. SUPPORT legislation that contains specific language for protection of all seasonal and all year creeks and all State Waterways where petroleum pipelines are present. *New and replacement pipelines near environmentally and ecologically sensitive areas should use the best available technology including, but not limited to, the installation of leak detection technology, automatic shutoff systems or remote controlled sectionalized block valves, or any combination of these technologies to reduce the amount of oil released in an oil spill to protect state waters and wildlife.*

~~SUPPORT legislation that contains specific language and specific examples to guide health officers in making certain determinations, in taking certain actions related to an active gas pipeline leak and in the structure and installation of state mandated local programs for this purpose.~~

~~174-~~201. SUPPORT legislation that ~~contains specific language~~ that requires the same standards for installation of Automatic Shutoff Valves or Remote Controlled Sectionalized Block Valves of owners and operators of intrastate petroleum pipelines located in High Consequence Areas or that transverse Active Seismic Earthquake Faults. *These standards should provide the location of existing valves and the proposed location of new valves to the State Fire Marshal's Office allowing their interaction with*

Comment [VT40]: Roger Smith, Alamo Improvement Association

Formatted: Font: Italic, Highlight

Formatted: Highlight

Formatted: Font: Italic, Highlight

Formatted: Font: Italic

Formatted: Font: Italic

the process, to establish action timelines, to adopt standards for how to prioritize installation, to ensure that valves are installed as quickly as reasonably possible and to establish ongoing procedures for monitoring progress in achieving requirements.

Formatted: Font: Arial, Not Bold

Formatted: Normal, Indent: Left: 0", First line: 0"

## **Telecommunications and Broadband**

~~175-202.~~ SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*

~~176-203.~~ SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*

~~177-204.~~ SUPPORT the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

## **Transportation**

~~178-205.~~ SUPPORT increased flexibility in the use of transportation funds.

~~179-206.~~ SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, non-profit/community-based transit, and rail services will help ensure the best possible service delivery to the public. Regional coordination also will be needed to effectively*

Comment [LD41]: Submitted by John Cunningham & Debbie Toth.



deal with the traffic impacts of Indian gaming casinos such as those in West County. Regional coordination also will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system such as TriLink (State Route 239), improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta [and Marsh Creek Trails](#). There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. “Top-down” regional planning efforts would be inconsistent with this goal.

Comment [VT42]: John Cunningham, TWIC

~~180-~~207. SUPPORT efforts to improve safety throughout the transportation system. The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports the expansion of school safety improvement programs such as crossing guards, revised school zone references in the vehicle code, Safe Routes to Schools (SR2S) grants, efforts to improve the safety, expansion and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines, rail bridges and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.

~~181-~~208. SUPPORT funding or incentives for the use of renewable resources in transportation construction projects. The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use environmentally friendly materials such as the rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard.

~~182-~~209. SUPPORT streamlining the delivery of transportation safety projects. The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.

~~183-~~210. SUPPORT efforts to coordinate development of state-funded or regulated facilities such as courts, schools, jails, roads and state offices with local planning. The County supports preserving the authority of Public Works over County roads by way of ensuring the Board of Supervisors’ control over County roads as established in the Streets



& Highways Code (Ch2 §940) is not undermined. This includes strongly opposing any action by a non-local entity that would ultimately dilute current Board of Supervisors discretion relative to road design and land use.

~~184-211.~~ SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site transportation improvements for improved access to existing schools. The County ~~supports the will urge the~~ California Department of Education's current [Title 5 update effort to better leverage include removing the current conflict between current school facilities in developing siting policies and](#) sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."

Comment [VT43]: John Cunningham, TWIC

~~185-212.~~ SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.

~~186-213.~~ SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*

[214.](#) SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

~~187-215.~~ [SUPPORT funding increases for active transportation projects and planning. Funding is needed for improved pedestrian infrastructure and enhancements and expansion of: trails, on-street bike facilities \(Class II and III\), and separated facilities \(Class I and Class IV \[cycle track\]\). Funding is also needed for corridor and "bicycle superhighway" planning, trail access improvements, overcrossings, intersection improvements, Class I - IV inter-connectivity projects \(gap closures\), wayfinding/signage projects, and facilities/designs identified in emerging best practices.](#)

~~SUPPORT funding increases for active transportation projects including funding for enhancements and expansion of separated trails (Class I, cycle track) including corridor planning, trail access improvements, trail expansion/enhancements, overcrossings, intersection improvements, Class I trail inter connectivity projects, and wayfinding/signage projects.~~

Comment [VT44]: John Cunningham, TWIC

## **Veterans**

~~188-216.~~ SUPPORT legislation and budget actions that will continue the state's annual local assistance for County Veterans Service Offices at a minimum of the \$5.6 million level. The eventual goal is to fully fund CVSOs by appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). *County Veterans Service Offices (CVSOs) play a vital role in the local veteran community, not only within the Veterans Affairs claims process, but in other aspects as well. This includes providing information about all veterans' benefits (Federal, State and local), as well as providing claims assistance for all veteran-related benefits, referring veterans to ancillary community resources, providing hands-on development and case management services for claims and appeals and transporting local veterans to VA facilities.*

~~189-217.~~ SUPPORT legislation and budget actions that will provide veterans organizations with resources to make necessary repairs to, or replacement of, their meeting halls and facilities. *Across California, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn. The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.*

~~190-218.~~ SUPPORT legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims, providing VA healthcare, and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder or service related Traumatic Brain Injury.

## **Waste Management**

~~191-219.~~ SUPPORT legislation that establishes producer responsibility for management at the end of their useful life of products, including pharmaceuticals, batteries, sharps and veterinary medicine.

- | ~~192-220.~~ SUPPORT efforts to increase the development of markets for recycled materials.
- | ~~193-221.~~ SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.
- | ~~194-222.~~ SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of polystyrene containers and single-use plastic bags typically given away for free at grocery, retail and other establishments.
- | ~~195-223.~~ SUPPORT legislation that does not require increased diversion from landfills without an adequate funding mechanism.
- | ~~196-224.~~ SUPPORT legislation that would make changes to the used tire redemption program. *Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.*
- | ~~197-225.~~ SUPPORT legislation that relieves counties with privately-operated landfills from the state requirement for maintaining a 15-year supply of disposal capacity for waste generated within each county. *In 1989, Contra Costa County amended its general plan to accommodate construction of Keller Canyon Landfill. Due to the difficulty in siting landfills and the requirements of Public Resources Code 47100 – Countywide Siting Element, the County maintained authority to control the amount of waste disposed at this facility from outside the county. Despite Contra Costa County’s opposition, AB 845 became law on January 1, 2013 and prohibits any jurisdiction from regulating the amount of waste disposed at a privately-operated landfill based on its place of origin.*
- Because local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside the county will have a greater need to undertake the difficult task of identifying new disposal capacity pursuant to the Countywide Siting Element requirement. Since the state believes there is no need for local jurisdictions to regulate disposal of solid waste by place of origin, the state should remove existing statutes that require each County with privately-operated landfills to identify sufficient disposal capacity for the waste generated by the jurisdictions within that County.*
- | ~~198-226.~~ SUPPORT legislation that can reduce the amount of harmful pharmaceuticals (including veterinary medicine) that ultimately enter waste water treatment facilities, bodies of water, and landfills.
- | ~~199-227.~~ SUPPORT legislative and regulatory efforts to restrict payments from the Beverage Container Recycling Program Fund for redemption of beverage containers sold

out of state. *Fraudulent redemption of these beverage containers is costing the Fund from \$40 million to \$200 million annually. This fraud combined with loans to the General Fund to reduce the State budget deficit has significantly reduced the availability of funds for increasing recycling as intended under the law.*

200-228. SUPPORT legislative and regulatory efforts that correct the imbalance between the County's regulatory authority to control the collection and disposal of solid waste generated within the unincorporated areas and our exposure to state penalties for failing to meet state mandates for diverting solid waste generated within these areas as a result of Appellate Court decisions. *In litigation where the County sought to protect its solid waste franchise authority for unincorporated areas the court awarded franchise authority to the Rodeo Sanitary District and Mountain View Sanitary District while the County remains exposed to state penalties for failing to meet state mandates for reducing disposal of solid waste generated in these areas.*

## **Workforce Development**

| ~~201-229.~~ \_\_\_\_\_ SUPPORT legislative and regulatory efforts that make the necessary changes to existing law for the implementation of the federal Workforce Innovation and Opportunity Act (WIOA) in California. *The County supports legislation that would include provisions that state that the Local Plan developed by local workforce boards should be the basis of all workforce planning in the local areas and all workforce-related state grants. Additionally, the County supports provisions that ensure that staffing costs and support services should be included in the training expenditure requirement. Finally, the County supports provisions that require all programs listed in the Workforce Innovation & Opportunity Act (WIOA) work together to ensure that data is collected and reported across all programs, utilizing the state's base-wage file system to ease local reporting burdens.*

DRAFT



# PROPOSED 2017 STATE LEGISLATIVE PLATFORM

---

Contra Costa County

January 17, 2017



## Table of Contents

**COUNTY-SPONSORED LEGISLATION..... 2**

**LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES..... 2**

**STATE PLATFORM POLICY POSITIONS ..... 5**

    Agriculture ..... 5

    Animal Services ..... 6

    Child Support Services..... 7

    Climate Change..... 8

    Delta Water Platform ..... 9

    Elections..... 9

    Emergency Preparedness, Emergency Response..... 9

    Eminent Domain ..... 10

    Flood Control and Clean Water ..... 10

    General Revenues/Finance..... 11

    Health Care ..... 13

    Human Services ..... 19

    Indian Gaming..... 25

    Land Use/Community Development..... 26

    Law and Justice System ..... 28

    Levees ..... 29

    Library..... 31

    Pipelines..... 31

    Telecommunications and Broadband..... 32

    Transportation ..... 33

    Veterans ..... 35

    Waste Management..... 36

    Workforce Development..... 37



## 2017 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

*Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals, legislative or regulatory advocacy priorities for the year, and policies that provide direction and guidance for identification of and advocacy on bills which would affect the services, programs or finances of Contra Costa County.*

### COUNTY-SPONSORED LEGISLATION

#### **Authorizing/Enabling Legislation Regarding Title 5, California Code of Regulations (School Facilities Construction)**

The County has been engaged in advocating for the reform of school siting policies for a number of years. Late in 2016 the California Department of Education (CDE) announced an effort to revise Title 5 to, among other things, “align school facilities and siting policies with state sustainability goals...” In meeting with CDE staff and our Legislative Delegation over the past 5 years it has become apparent that in order to revise Title 5 such that requirements (as opposed to guidance) can be established, a legislative solution may be necessary.

### LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

*Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2017, it is anticipated that critical issues requiring legislative advocacy will include the following:*

**Priority 1: State Budget** – The state’s continuing economic recovery, prior budget cuts, and the additional, temporary taxes provided by Proposition 30 have combined to bring the State Budget to a much improved financial condition. While the Governor's Budget identifies cost pressures and budget risks in health and human services programs, of particular concern to counties is the inadequate reimbursement for our ever-increasing cost of operating several human services programs: the “Human Services Funding Deficit,” formerly referred to as the “Cost of Doing Business.” The annual shortfall between actual county expenses and state reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of state and federal penalties.

**Priority 2: Health Care** – Counties play a critical role in California’s health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties stand ready to actively participate in discussions of how to best reform **and preserve** the health care system in California and implement the national health care reform legislation passed in 2010, The Patient Protection and Affordable Care Act (ACA).



The optional Medi-Cal Expansion, in effect on Jan. 1, 2014, was a significant part of the State Budget process in 2013. The ACA had required states to expand Medicaid programs to allow childless adults at or below 138 percent of poverty to be eligible for Medicaid (known as Medi-Cal in California). The Supreme Court struck down that mandate but allowed it to be an option for states, which California exercised.

However, significant unknowns remain including questions about the actual impact of the ACA coverage expansions on counties and the number of uninsured individuals to whom counties will still need to provide services. Counties will retain the Section 17000 responsibility, and there will be significant variations in the impacts of both the ACA and AB 85 for the different types of counties: county hospital (12 counties including Contra Costa County), payor/clinic and County Medical Services Program (CMSP) counties.

In the coming year, the County will continue to work on the implementation of required health care reform measures to maximize federal revenue. The County will support efforts to provide counties with the necessary tools to implement health care reform which may include performing eligibility and enrollment, preserving existing county resources from 1991 Realignment, providing for a smooth transition for the various operational systems, and supporting legislation to ensure that low-income families are covered under the Affordable Care Act while opposing legislation which would reduce Medi-Cal eligibility. In addition, the County will continue to work to reduce uncompensated health care costs, work on the adequacy of rates under the new health care system, and **advocate for adequate state funding for community-based health and social service networks to improve service coordination, health outcomes and quality of life.**

***Priority 3: Water and Levees /The Sacramento-San Joaquin Delta*** – The enactment of the Delta Reform Act (2009), a bill that established the co-equal goals for reliable water supply and ecosystem restoration for the Delta, created the Delta Stewardship Council, and supported the proposed Bay Delta Conservation Plan (BDCP) --an effort to construct a pair of massive tunnels under the Delta-- will bring significant, large-scale change to the Delta as we know it. The scope and content of these changes, as well as enduring political battles between northern and southern California over water, will continue to guide legislative and administrative agendas in the coming year. Enabling legislation was also passed in 2009 for a state water bond, which was delayed from the 2010 and 2012 ballots but successfully passed on the 2014 state ballot, as Proposition 1.

Significant future impacts on the County in the areas of water quality and supply, levee stability, ecosystem health, local land use authority and flood control are anticipated.

Particular areas of concern for 2017 include, but are not limited to: (1) the ongoing development of the BDCP project, now recast as the California WaterFix (CWF) and whether the state water bond appropriates funds specific to the BDCP/CWF; and (2) the impacts of the Delta Plan on local land use authority, efforts to expedite state bond funding for levee improvement projects, and the development of flow standards that will impact water quality and ecosystem health in the Delta. The County's adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

***Priority 4: Realignment Implementation*** – The battle for constitutional protections for 2011 Realignment concluded successfully on November 6, 2012 when Proposition 30 was passed by the voters. Proposition 30 provides constitutional guarantees to the funding that supports Realignment and safeguards against future program expansion without accompanying funding. With these provisions in place, Contra Costa County can continue to implement the array of programs transferred under 2011 Realignment, confident that funding is secure and programmatic responsibilities are defined. However, the County remains concerned that the funding is not sufficient and is also concerned about liability issues arising from the new responsibilities.

Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that will transfer additional program responsibility to counties without funding, constitutional protections, county participation and approval. The County will also oppose efforts that limit county flexibility in implementing programs and services realigned in 2011 or infringe upon our ability to innovate locally. The County resolves to remain accountable to our local constituents in delivering high-quality programs that efficiently and effectively respond to local needs. Further, we support counties' development of appropriate measures of local outcomes and dissemination of best practices.

With regard to Public Safety realignment, counties have received parolees whose latest crime fits the specified “non-violent, non-serious, non-sex offender” (N3) definition but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person’s latest offense/crime determines if they meet the N3 criteria. These individuals should stay under the responsibility of the state.

The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families. The County will also continue to support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the state, without undue delay. Finally, the County also supports more funding for mental health and behavioral health programs and facilities in order to meet the requirements of Realignment and the goal of reducing recidivism.

## STATE PLATFORM POLICY POSITIONS

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted. The rationale for the policy position is italicized.

### Agriculture

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs, and support revisions to State school siting policies, to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all infestations of the South American spongeplant and to rid the Delta of this and other invasive aquatic species through integrated pest management methods. *Invasive aquatic species are a threat to agriculture, the environment and recreation in the Delta. This position includes support for efforts by the Department of Boating and Waterways to secure multi-year permits for eradication of multiple invasive aquatic plant species in the Sacramento-San Joaquin Delta, its tributaries, and its marshes.*
5. SUPPORT the CSAC policy statement regarding revisions to the California Conservation Act of 1965 (the Williamson Act) to support legislative changes that preserve the integrity of the Williamson Act, eliminate abuses resulting in unjustified and premature conversions of contracted land for development, and to fully restore Williamson Act subventions. The state subventions to counties also must be revised to recognize all local tax losses.

## Animal Services

6. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
7. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
8. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
9. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
10. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
11. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are the yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

## **Child Support Services**

12. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
13. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
14. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
15. SUPPORT efforts to ensure that the reduction to the California Department of Child Support Services is not passed down as a reduction to the local program.
16. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a website.

## Climate Change

17. SUPPORT the *CSAC Climate Change Policy Statements and Principles* which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*
18. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony between the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, and the Sustainable Communities Strategy developed through the Regional Transportation Plan processes.
19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, **have Natural Community Conservation Plans or similar land conservation efforts that will address climate change** and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.). ***The County has several good projects that would sequester carbon, such as Creek and wetland restoration projects.***
20. **SUPPORT efforts to ensure life-cycle costs are considered when planning new projects in the state. A key challenge for State and local agencies is funding the ongoing operation and maintenance of infrastructure. This includes all aspects of the built environment: buildings, roads, parks, and other infrastructure. *As California begins to implement more aggressive climate goals, the State should be thinking about new methodologies for anticipating project costs. In particular, it is evident that California will need a different transportation system than the one we have currently, and that this new transportation system will be more expensive to maintain. Traditional accounting methods that look only at initial project cost lead to situations where infrastructure fails, at greater replacement cost than if ongoing operation and maintenance had been included from the beginning. This would include methodologies for internalizing the social and environmental costs of projects.***
21. **SUPPORT revisions to the Public Resources Code and the Air Resources Board's Investment Plans to provide Cap and Trade funding for the conservation of natural lands, parks and open space through fee title acquisition as well as easements.**
22. **OPPOSE changes to the California Environmental Protection Agency's protocols for designating disadvantaged communities which result in a reduction in the number or size**



of disadvantaged communities in Contra Costa County. Disadvantaged communities are prioritized for receipt of Greenhouse Gas Reduction Funds, the funding source for a number of state grant programs. *Contra Costa County has a number of communities and neighborhoods that are economically and socially disadvantaged and located near large, current and former industrial sites. These industrial operations contribute through the Cap and Trade program to the Greenhouse Gas Reduction Fund. The state designations should continue to reflect the disproportionately acute needs of these communities.*

### **Delta Water Platform**

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a *Delta Water Platform* to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

### **Elections**

23. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
24. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*

### **Emergency Preparedness, Emergency Response**

25. SUPPORT legislation that would give local agencies more authority to train volunteers, provide funding for Community Emergency Response Training (CERT), and help clean-up oil spills without taking on additional legal liability.
26. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.

27. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
28. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.
29. SUPPORT legislation or other measures requiring the creation or utilization of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.
30. SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools.

### **Eminent Domain**

31. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.
32. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

### **Flood Control and Clean Water**

33. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
34. SUPPORT efforts to provide local agencies with more flexibility and options to fund stormwater programs. *Stormwater permit requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater services, encompassing both water quality and drainage/flood control, could be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*
35. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional*



*Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*

36. SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing 200-year flood plain maps, but if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County.*
37. SUPPORT legislation to enable Zone 7 Water Agency to become a new public agency, separate and apart from the Alameda County Flood Control and Water Conservation District, with territory in both Alameda and Contra Costa counties and the power to provide specific services, insofar as the legislation is guided by adopted Principles of Understanding.

### **General Revenues/Finance**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

38. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
39. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth lags behind property tax growth.)*
40. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
41. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
42. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*

43. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
44. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.
45. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
46. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.
47. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*
48. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
49. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
50. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
51. SUPPORT legislative compliance with both the intent and language of Proposition 1A.
52. SUPPORT the provisions of Proposition 22 that would protect County revenues, particularly as related to transportation revenues and excluding those provisions related to redevelopment funds.
53. SUPPORT full State funding of all statewide special elections, including recall elections.

54. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
55. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
56. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
57. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*
58. SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.

### **Health Care**

*The County remains concerned about the implementation of any health care reform measures that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. The County supports a concept of universal health coverage for all Californians. Toward that end, the County urges the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, the County urges the state to prevent reform efforts from exacerbating problems with existing service and funding. The state must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

59. SUPPORT state action to increase health care access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*

60. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
61. SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).
62. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual (or multiple) diagnoses. *Approaches should include community-based providers and could be modeled after current programs in place in safety net systems.*
63. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
64. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
65. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
66. SUPPORT state action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities (including recovery facilities), and that they can remain viable after health reform.
67. SUPPORT efforts to provide adequate financing for health care reforms to succeed.
68. SUPPORT measures that maximize federal reimbursement from Medicaid and S-CHIP.
69. SUPPORT state action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.
70. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.

71. SUPPORT state action to implement a Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
72. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
73. SUPPORT efforts to obtain a fair-share of any state funds in a distribution of funding for the integration of IHSS and managed care.
74. SUPPORT efforts to increase the availability of health care (including alcohol and other drugs recovery) to the uninsured in California, whether employed or not.
75. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
76. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.
77. SUPPORT efforts that allow counties to draw down federal Medicaid funds for providing confidential alcohol and drug screening and brief intervention services to pregnant women and women of childbearing age who also qualify for Medi-Cal benefits.
78. SUPPORT state efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth suffering from substance abuse disorders access to a continuum of care, including residential and one-on-one outpatient treatment.
79. SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
80. SUPPORT efforts to extend Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
81. SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and other drugs populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
82. SUPPORT and encourage the development of strategies that include alcohol and other drugs services in the provision of all culturally appropriate health care services.

83. SUPPORT efforts to require coverage of medically necessary alcohol and substance abuse related disorder treatment on the same levels as other medical conditions in health care service plans and disability insurance policies. *Alcohol and other drugs treatment services are the most under-funded of all health services. Neither the state nor the federal allocations to the County covers medical treatment for AOD services, and so are a cost borne by the County.*
84. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, **and exposure to**, tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities; preventing the use of tobacco, electronic smoking devices (e-cigarettes) and flavored tobacco by youth and young adults; eliminating exposure to second-hand and third-hand smoke; restrictions on advertising of electronic smoking devices; reducing and eliminating disparities related to tobacco use and its effects among specific populations; increasing the minimum age to 21 to purchase tobacco products; and the promotion of cessation among young people and adults.
85. SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law.
86. SUPPORT funding and policy changes to support population-based chronic disease prevention efforts. Collectively, these include efforts to move up-stream from the treatment of illness associated with chronic disease to advance a policy, systems and organizational-change approach to address the underlying environmental factors and conditions that influence health and health behaviors.
87. **SUPPORT funding and policy changes to support developing a workforce with gerontological expertise to manage the exponential growth in the chronically ill aging population.**
88. SUPPORT efforts that would advance a Health-In-All-Policies approach to policy work done across the County. This implies consideration of how health is influenced by the built environment and a connection with land use planning and development.
89. SUPPORT ongoing study of the health impacts of global and regional climate change and ongoing countywide mitigation **and adaptation** efforts.
90. SUPPORT efforts that would preserve the nature and quality **and continuity of care associated with** safety net services historically provided at the local level, such as the California Children's Services (CCS) and Child Health and Disability Prevention (CHDP) programs, which are being transitioned into managed care at the state level.



91. SUPPORT efforts that promote aging in place through the utilization of long-term supports and services and caregiver support services.
92. SUPPORT increasing the level of funding for Long-Term Services and Supports (LTSS) and Home and Community Based Services (HCBS) to meet the increase in cost to provide services and to meet the tremendous increase in the aging population.
93. SUPPORT maintaining level or enhanced funding, streamlined processes and greater flexibility for use of State and Federal funding to respond to Public Health Emergency Preparedness initiatives including Pandemic Influenza, emerging diseases, and continued funding for all categories related to Public Health Preparedness, including Hospital Preparedness Program, Homeland Security, Cities Readiness Initiative and core Public Health Preparedness.
94. SUPPORT increased funding and policy changes for Tuberculosis (TB) prevention and treatment, to reflect the increased risk of transmission faced across the Bay Area. *The Bay Area, including Contra Costa County, experiences more cases of active Tuberculosis than do most states in the nation. The demographic make-up of our communities combined with frequent international travel between the Bay and areas where TB is endemic, present an added risk and thus the need to maintain adequate funding and program infrastructure.*
95. SUPPORT increased funding for the public health infrastructure, capacity and prevention services as outlined in the public health components of the Affordable Care Act and the National Prevention and Public Health Fund.
96. SUPPORT recognition of Local Public Health Departments as an authorized provider for direct billing reimbursement related to the provision of Immunization, Family Planning, HIV, STD and TB services.
97. SUPPORT the reversal of the pre-emption language regarding local Menu-Labeling that is included in the Affordable Care Act.
98. SUPPORT enhanced funding and capacity for public health programs, specifically:
- a. Prevention programs in the areas of chronic disease, specifically, obesity, diabetes, asthma and cancer.
  - b. Prevention and risk reduction programs in the area of HIV, STD, teen pregnancy, injury prevention as well as health promotion programs, such as nutrition and activity education;
  - c. Oral health programs, especially those which address the needs of children and those with oral health disparities.
  - d. Protecting the Prevention and Public Health Fund (PPHF), as established in the Affordable Care Act.

- e. Increased resources dedicated to surveillance and prevention programs targeting chronic diseases such as cardiovascular, stroke, cancer, diabetes, and asthma, as well as injury and violence;
  - f. Combating infectious and emerging diseases, such as Zika, novel Influenza, Hepatitis B, Hepatitis C, Chlamydia, and seasonal Influenza and public health programs which provide screening, diagnosis, and treatment;
  - g. Provide for adequate State funding for children's programs, including the California Children's Services (CCS) program for clients who are not Medi-Cal eligible to assure that counties are not overmatched in their financial participation; and
  - h. Programs which seek to monitor and address the needs of Foster youth, especially those on psychotropic medication.
  - i. Best practice programs which seeks to protect and enhance the health of pregnant women and that address maternal, child and adolescent health needs.
99. SUPPORT efforts to strengthen needle exchange programs as part of an overall program to combat the spread of HIV and other diseases; allowing items associated with needle exchange programs such as, cookers, sterile water, and cotton to be distributed along with clean needles; and the elimination of the federal ban on funding needle exchange programs.
100. SUPPORT legislative efforts to reduce or eliminate lead and toxic substances in consumer products, particularly those used by infants and children.
101. SUPPORT legislative efforts to reduce exposure to toxic air pollutants and the reduction of greenhouse gases.
102. SUPPORT funding, policy and programs dedicated to suicide, injury and violence prevention. Additionally, support efforts aimed at reducing health disparities and inequities associated with violence against women, communities of color and the LGBT community. Programs which seek to limit the effects of injury, violence and abuse on children, seniors and persons with disability.
103. SUPPORT funding, policy and program development aimed at reducing the misuse of prescription drugs, most especially opioids. Additionally, support funding and resources for local capacity to address new state laws regarding restrictions on the sale and use of powdered alcohol.
104. SUPPORT necessary County infrastructure and adequate funding related to education, regulatory, testing and enforcement functions associated with the State Medical Marijuana regulatory controls.
105. SUPPORT legislation and/or similar policy efforts to tax certain beverages that contain added sugars, by establishing a per fluid ounce health impact fee on sugar sweetened beverages at the distributor level. In addition, support efforts which would create the Sugar Sweetened Beverage Safety warning act, which would require a safety warning on all sealed sugar sweetened beverages.



106. SUPPORT legislation and efforts that support healthy meals and adequate meal time for school-age children.
107. SUPPORT efforts to dedicate funding that sustains and expands non-infrastructure Safe Routes to School programs that educate students, parents, and school staff about safe walking and bicycling to school.
108. SUPPORT efforts to address the underlying determinants of health and health equity, such as housing and prevention of displacement, educational attainment and livable wage jobs, and accessible transportation.

### Human Services

109. SUPPORT efforts to promote safety of Adult Protective Services workers conducting required unannounced home visits by allowing them to request and receive from law enforcement criminal record checks through the California Law Enforcement Telecommunications System (CLETS). *This would primarily be used for reported abusers in the household.*
110. SUPPORT efforts to develop emergency/and or temporary shelter options for Adult Protective Services population and consider options that include but are not limited to, licensing of facilities specifically for this population and exploring Medi-Cal billing options to support clients in hospitals and other care facilities pending a more permanent housing placement.
111. SUPPORT simplification of IHSS service hour calculation and allocation to insure compliance with the Fair Labor Standards Act (FLSA) and efficiently provide services to consumers.
112. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets, including through solutions that allow access for Adult Protective Services to access financial records for investigation of financial abuse and exploitation. *Financial abuse is a fast-growing form of abuse of seniors and adults with disabilities and current law does not authorize financial institutions to grant access to financial records necessary to investigate the reported abuse without the consent of the account holder or authorized representative.*
113. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services

departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.

114. SUPPORT funding for statewide Adult Protective Services training.
115. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*
116. SUPPORT legislative efforts that allow for coordination of services and data, across state and county departments, that support aging and elder populations.
117. SUPPORT creation of a pilot program “Fostering Dignity in Aging,” to provide grant funding to counties to be used specifically for housing preservation and eviction prevention services of victims of elder and dependent adult abuse, exploitation, neglect, or self-neglect.
118. SUPPORT creation of funding opportunities and policies which promote the development of aging-friendly communities.
119. SUPPORT efforts to extend family stabilization mental health/substance abuse funding to include all family members. *Current law only funds services for adult Welfare to Work participants.*
120. SUPPORT solutions to address gaps in existing state statute that cause disruptions to continuity of care for some Covered California Insurance Affordability Program (IAP) enrollees when a new determination of IAP takes place.
121. SUPPORT the use of state funds to pay for CalFresh benefits for those Deferred Action for Childhood Arrivals (DACAs) and PRUCOL (Permanent Residents Under the Color of Law) who would otherwise be ineligible for CalFresh.
122. SUPPORT efforts to extend eligibility to zero share of Medi-Cal cost when recipients report new earned income. *Potential increases to state and local minimum wage impacts eligibility to free health care.*
123. SUPPORT efforts to extend eligibility of CalWORKs benefit by exempting the first 6 months of earned income received from new employment or wage increases. *Intended to create better financial stability when a family’s income increases due to changes in local and state minimum wage law.*
124. SUPPORT fully funding Medi-Cal Administrative costs.
125. SUPPORT efforts to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to self-sufficiency, including, but not limited to: extending

supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid.

Legislative changes to support these initiatives could include the following:

- a. **Supportive Services.** Extending the length of time CalWORKS recipients can receive supportive service such as help with transportation, child care, work uniforms, etc.
- b. **Welfare to Work.** Extending the length of time families can receive Welfare to Work services (job training and search and other employment related services) including job retention services. Currently CalWORKS recipients are eligible to receive supportive services and Welfare to Work services for up to 48 months if they are in compliance with CalWORKS rules. After 48 months these services or for CalWORKS cash aid. Helping people move from poverty and significant education gaps to full time employment in jobs that pay a high enough wage to be self-sufficient is difficult. It can take longer than 48 months and allowing for the flexibility to extend supportive services and training past the 48 month time limit would help.
- c. **Diversion:** Removing the criteria that someone has to be apparently eligible to CalWORKs in order to qualify for diversion and base the criteria on the client's circumstance and ability to maintain the situation on their own without the need of continued assistance.
  - When applying income and resource requirements for diversion, use only half of their income and/or resource value or increase the limits for income and resources for diversion only.
  - Increasing the amount of the diversion payment. If the applicant doesn't "use" all of the amount, they have 12 months to come back into the office and apply for the remaining amount of their diversion payments.
  - Allowing families to reapply for CalWORKs during their diversion period without a repayment penalty or CalWORKs ineligibility.
- d. Expanding job retention services;
- e. Exempting the hard-to-serve from Welfare-to-Work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF authorization). Developing an eligibility definition to 250% of the federal poverty level (FPL). Currently, the CalWORKs poverty level is 130% of the FPL for each Assistance Unit (AU). An increase to 250% would ensure more families meet income eligibility requirements.

All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.

126. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the family members’ employment status.*
127. SUPPORT alignment of verification requirements for CalWORKs, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERS. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*
128. SUPPORT allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both program are so similar. This would increase CalFresh uptake in an efficient way.*
129. SUPPORT efforts to increase CalFresh benefit amounts to better meet recipients’ nutritional needs, improve ease and accessibility of the CalFresh application and recertification processes, and adjust CalFresh eligibility requirements to include currently excluded populations with significant need.
130. SUPPORT efforts to restore cuts to the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program and reinstate the annual Cost of Living Adjustment (COLA.)
131. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
132. SUPPORT the efforts of CHSA (California Head Start Association) in securing legislation to support a state-wide integrated child care licensing structure. This will allow childcare programs to apply for and have one child care license for all children 0-5 as opposed to the current system of a two-license structure for varying ages of children in care. California remains only one of two states in the nation to maintain the two license structure.
133. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.

134. OPPOSE any legislation that increases tobacco taxes but fails to include language to replace any funds subsequently lost to The California Children and Families Act/Trust Fund for local services funded by tobacco taxes, Proposition 10 in 1998 and Proposition 99 in 1988.
135. SUPPORT efforts by the Contra Costa County's executive directors and program administrators of all Child Care and Development Programs to restore state budget allocations to the FY 2009-10 levels if verified that this is an increase by fiscal analysts for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212). *Budgets in these programs have stagnated or reduced. An increase would greatly help low-income people find work and stay in jobs.*
136. SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation.*
137. SUPPORT legislation to expand early child care and education and increase funding for preschool and early learning.
138. SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. *Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites.*
139. SUPPORT legislation to expand early care and education and increase funding for preschool and early learning, through a diverse and multi-faceted delivery system.
140. SUPPORT restoration of child development programs (pre-2011 funding) under Proposition 98 funding.
141. SUPPORT legislation that would clarify and streamline the definition of homelessness across categorical eligibility for child care services to homeless children.
142. SUPPORT legislation that would clarify the definition of "volunteer" in SB 792, a bill which prohibits, commencing September 1, 2016, a person from being employed or volunteering at a day care center or a day care home if he or she has not been immunized against influenza, pertussis, and measles. *Current law does not specify an established minimum of time spent in a child care facility to be considered a volunteer. SB 792, therefore, would apply to parents/grandparents coming to child care centers for one-time volunteer activities, to provide proof of vaccination.*

143. SUPPORT the establishment of a 12-month child care assistance and graduated phase out that allows for tapered assistance to families whose income has increased at the time of re-determination, but still does not exceed the federal income limit of 85% of State Median Income.
144. SUPPORT continued and improved funding for substance abuse treatment and mental health services including those that provide alternatives to incarceration and Laura's Law.
145. SUPPORT increased funding for Foster Parent Recruitment and Retention.
146. SUPPORT continued and improved funding for implementation of Continuum of Care Reform.
147. SUPPORT child-specific approval for kinship caregivers (and non-related extended family members) to enable relatives to care for their related child/children, if in the child's best interest, even if the relative/NREFM is not able or willing to be approved as a foster parent for their foster children.
148. SUPPORT counties to access CWS/CMS to determine family's child abuse history for the Resource Family Approval process.
149. SUPPORT efforts to improve and expand emergency food assistance networks' (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need.
150. SUPPORT efforts that seek to address the impact of domestic violence and sexual assault and implement culturally relevant, trauma-informed responses, connect victims to services, and prevent domestic violence and sexual assault.
151. SUPPORT increased investments in housing for victims of domestic violence and human trafficking including the preservation of emergency and long-term housing options for victims.
152. SUPPORT efforts that prevent domestic violence homicide including assessment of risk for assault or lethal force throughout the criminal justice system.
153. SUPPORT investments in continuous training and coordination of training for all law enforcement officers, District Attorneys, Public Defenders, Judges and other court staff on issues of domestic violence, sexual assault, human trafficking, elder abuse and trauma informed approaches.
154. SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminate CalFresh eligibility when a recipient is detained in a county jail for a period of less than a year.



155. SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program.
156. SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily.
157. SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs.
158. SUPPORT legislation and investments related to long-term care, senior housing affordability, medical service access, transportation, isolation and other quality of life issues to support aging with dignity.

### **Indian Gaming Issues**

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There has been a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the federal and state review processes and for mitigation for the existing Class II casino.*

159. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
160. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.
161. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
162. SUPPORT State authority to tighten up the definition of a Class II machine.
163. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

## **Land Use/Community Development**

164. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development and Priority Production Areas including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" and Sustainable Community Strategy principles. Priority Production Areas are locally designated zones where manufacturing, warehousing, distribution and repair services would be a priority consideration in determining future land use.*
165. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports a number of goals in the County General Plan Housing Element.*
166. SUPPORT establishment of a CEQA exemption for affordable housing financing. Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. *The current exemption for state agencies is only operational if a CEQA review process has been completed by another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.*
167. SUPPORT efforts to obtain a CEQA exemption or to utilize CEQA streamlining provisions for infill development or Priority Development Areas, including in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities or unincorporated areas of a certain size surrounded by cities. *Without the exemption, housing projects in the unincorporated areas that are not surrounded by cities (e.g. North Richmond, Montalvin Manor and Rodeo) are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. The CEQA exemption bill signed by the Governor in 2013 (SB 741) only applies to mixed-use or non-residential projects in the unincorporated areas that are both within ½ mile of a BART station and within the boundaries of an adopted Specific Plan.*
168. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.
169. OPPOSE efforts to limit the County's ability to exercise local land use authority.



170. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*
171. SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$24 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the inclusion of NCCPs for funding in allocations from Proposition 1. Support \$90 million for implementation of NCCPs and an additional \$100 million for watershed protection and habitat conservation in future park, water or natural resource bonds. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375, AB 32 as well as an appropriate tool for spending Cap and Trade revenues. Promote effective implementation of NCCPs as a top priority for the California Department of Fish and Wildlife. Support an increase to \$1.6 million for the California Department of Fish and Wildlife's Local Assistance Grant program. Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council. Support alignment of State and Regional of Water Board permits (Section 401 clean water act and storm water permits) and California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602 of the Fish and Game code) and other State natural resource permitting with California Endangered Species Act permitting through NCCPs to improve the overall efficiency, predictability and effectiveness of natural resource regulation.
172. SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, blight removal and promoting smart growth and affordable housing development, while balancing the impacts on revenues for health and safety programs and healthy communities.
173. SUPPORT legislation that would resolve the administrative funding gap for agencies serving as the Successor Housing Agency. Such legislation should not have a negative impact on the localities' general fund. The Redevelopment Dissolution Act allows Successor Agencies a modest allowance of tax increment funds to support Successor Agency administrative costs. There is no such carve out for Housing Successors. However, unlike Successor Agencies, Housing Successors have an ongoing obligation to monitor existing affordable housing developments. These obligations will continue for up to 55 years.
174. SUPPORT legislation that would clarify the ability of successor agencies to former redevelopment agencies to enter into contracts with its sponsoring jurisdiction and third parties to fulfill enforceable obligations. *The existing redevelopment dissolution statute*

*limits the contracting powers of successor agencies which is causing delays in their ability to expeditiously retire certain enforceable obligations of the former redevelopment agencies.*

175. SUPPORT legislative and regulatory efforts that streamline compliance with the California Environmental Quality Act (CEQA) by integrating it with other environmental protection laws and regulations, modifying the tiering of environmental reviews, expanding the application of prior environmental reviews, focusing areas of potential CEQA litigation, and enhancing public disclosure and accountability.
176. OPPOSE CEQA reform efforts that reduce environmental protections for projects that cross county or city boundaries.
177. SUPPORT efforts to improve or streamline CEQA for efficiency without losing sight of its ultimate goal to thoroughly identify environmental impacts and mitigations.
178. OPPOSE efforts to change CEQA solely to accommodate one particular infrastructure project or set of projects.
179. SUPPORT legislation that amends Section 20133 of the Public Contract Code to 1) delete the existing sunset date of July 1, 2014 for design-build authority granted to counties, and 2) eliminate the current project cost threshold of \$2.5 million required for the use of the design-build method.

### **Law and Justice System**

180. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
181. SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*
182. SUPPORT legislation that requires boater's insurance. *Currently, boaters are not required to carry insurance in California.*
183. SUPPORT legislation that provides better funding for local agencies forced to deal with abandoned and sunken vessels and their environmental impacts.

184. OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.
185. OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.
186. SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.
187. SUPPORT legislation that will combat the negative impact that human trafficking has on victims in our communities, including the impact that this activity has on a range of County services and supports, and support efforts to provide additional tools, resources and funding to help counties address this growing problem.
188. ADVOCATE for State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. *A type of flavored malt alcoholic beverage product known as “alcopops” has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in single-serving bottles or cans. The Board, through recommendations from the Public Protection Committee, has adopted amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that authorizes the County to prohibit the sale of alcopops at any establishment not in compliance with the performance standards. Along with the code changes, various implementation strategies were also approved in order to better coordinate efforts between County Departments and agencies for streamlined implementation and enforcement of the Ordinance.*
189. SUPPORT legislative reform of current bail provisions that will replace reliance on money bail with a system that incorporates a pretrial risk assessment tool and evidence-based pretrial release decisions. *The current reliance on fixed bail schedules and commercial money bonds ignores public safety factors and unfairly penalizes poor people who are awaiting trial. Bail reform in this manner will ensure that only dangerous persons who cannot be safely supervised in the community while they are awaiting trial will be held in custody pretrial. Locally, our County has moved in this direction with an AB109 funded pretrial program.*

### Levees

190. ADVOCATE for administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. *Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees*

*but funding is not specifically directed. The County will work to actively advocate for \$1 billion in funding through this bond.*

191. SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year or legislative hearings conducted on expediting the expenditure of bond proceeds through the Department of Water Resources Delta Levees Section. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state's inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. Legislative hearings may produce explanations from the state as to why these funds are not being distributed or identify methods to streamline administration of these funds.
192. SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75% of project costs will expire on July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. The Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established.
193. ADVOCATE for legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.
194. SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*
195. SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Council, as adopted in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Council's Delta Plan. (2) If the jurisdiction

finds the project is consistent with the Delta Plan, they notify the Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Council to make the final decision. Should the Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.

*“Covered actions” are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council’s “covered actions” process.*

### **Library**

196. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF) and the Direct/Interlibrary Loan (Transaction Based Reimbursement) program.
197. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
198. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

### **Pipeline Safety**

199. SUPPORT legislation that contains specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults for all intrastate petroleum pipelines. *State Fire Marshal Annual Inspections of all Intrastate Petroleum Pipelines do not contain the specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that traverse Active Seismic Earthquake Faults that are mandated for Gas Pipelines under AB 2856. The County has several petroleum pipelines that should be classified under these categories and present the same explosive nature as gas pipelines do.*



200. SUPPORT legislation that contains specific language for protection of all seasonal and all year creeks and all State Waterways where petroleum pipelines are present. *New and replacement pipelines near environmentally and ecologically sensitive areas should use the best available technology including, but not limited to, the installation of leak detection technology, automatic shutoff systems or remote controlled sectionalized block valves, or any combination of these technologies to reduce the amount of oil released in an oil spill to protect state waters and wildlife.*
201. SUPPORT legislation that requires the same standards for installation of Automatic Shutoff Valves or Remote Controlled Sectionalized Block Valves of owners and operators of intrastate petroleum pipelines located in High Consequence Areas or that traverse Active Seismic Earthquake Faults. *These standards should provide the location of existing valves and the proposed location of new valves to the State Fire Marshal's Office allowing their interaction with the process, to establish action timelines, to adopt standards for how to prioritize installation, to ensure that valves are installed as quickly as reasonably possible and to establish ongoing procedures for monitoring progress in achieving requirements.*

### **Telecommunications and Broadband**

202. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*
203. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*
204. SUPPORT the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;

- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

## **Transportation**

205. SUPPORT increased flexibility in the use of transportation funds.
206. SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, non-profit/community-based transit, and rail services will help ensure the best possible service delivery to the public. Regional coordination also will be needed to effectively deal with the traffic impacts of Indian gaming casinos such as those in West County. Regional coordination also will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system such as TriLink (State Route 239), improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta and Marsh Creek Trails. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. “Top-down” regional planning efforts would be inconsistent with this goal.*
207. SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports the expansion of school safety improvement programs such as crossing guards, revised school zone references in the vehicle code, Safe Routes to Schools (SR2S) grants, efforts to improve the safety, expansion and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines, rail bridges and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
208. SUPPORT funding or incentives for the use of renewable resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use environmentally friendly materials such as the rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard.*

209. SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*
210. SUPPORT efforts to coordinate development of state-funded or regulated facilities such as courts, schools, jails, roads and state offices with local planning. The County supports preserving the authority of Public Works over County roads by way of ensuring the Board of Supervisors' control over County roads as established in the Streets & Highways Code (Ch2 §940) is not undermined. This includes strongly opposing any action by a non-local entity that would ultimately dilute current Board of Supervisors discretion relative to road design and land use.
211. SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site transportation improvements for improved access to existing schools. The County will urge the California Department of Education's current Title 5 update effort to include removing the current conflict between current school siting policies and sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."
212. SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.
213. SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*



214. SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.
215. SUPPORT funding increases for active transportation projects and planning. Funding is needed for improved pedestrian infrastructure and enhancements and expansion of: trails, on-street bike facilities (Class II and III), and separated facilities (Class I and Class IV [cycle track]). Funding is also needed for corridor and "bicycle superhighway" planning, trail access improvements, overcrossings, intersection improvements, Class I - IV interconnectivity projects (gap closures), wayfinding/signage projects, and facilities/designs identified in emerging best practices.

### **Veterans**

216. SUPPORT legislation and budget actions that will continue the state's annual local assistance for County Veterans Service Offices at a minimum of the \$5.6 million level. The eventual goal is to fully fund CVSOs by appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). *County Veterans Service Offices (CVSOs) play a vital role in the local veteran community, not only within the Veterans Affairs claims process, but in other aspects as well. This includes providing information about all veterans' benefits (Federal, State and local), as well as providing claims assistance for all veteran-related benefits, referring veterans to ancillary community resources, providing hands-on development and case management services for claims and appeals and transporting local veterans to VA facilities.*
217. SUPPORT legislation and budget actions that will provide veterans organizations with resources to make necessary repairs to, or replacement of, their meeting halls and facilities. *Across California, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn. The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.*
218. SUPPORT legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims, providing VA healthcare, and administering of benefits to populations with unique needs, such as homeless Veterans,

Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder or service related Traumatic Brain Injury.

### **Waste Management**

219. SUPPORT legislation that establishes producer responsibility for management at the end of their useful life of products, including pharmaceuticals, batteries, sharps and veterinary medicine.
220. SUPPORT efforts to increase the development of markets for recycled materials.
221. SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.
222. SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of polystyrene containers and single-use plastic bags typically given away for free at grocery, retail and other establishments.
223. SUPPORT legislation that does not require increased diversion from landfills without an adequate funding mechanism.
224. SUPPORT legislation that would make changes to the used tire redemption program. *Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.*
225. SUPPORT legislation that relieves counties with privately-operated landfills from the state requirement for maintaining a 15-year supply of disposal capacity for waste generated within each county. *In 1989, Contra Costa County amended its general plan to accommodate construction of Keller Canyon Landfill. Due to the difficulty in siting landfills and the requirements of Public Resources Code 47100 – Countywide Siting Element, the County maintained authority to control the amount of waste disposed at this facility from outside the county. Despite Contra Costa County’s opposition, AB 845 became law on January 1, 2013 and prohibits any jurisdiction from regulating the amount of waste disposed at a privately-operated landfill based on its place of origin.*

*Because local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside the county will have a greater need to undertake the difficult task of identifying new disposal capacity pursuant to the Countywide Siting Element requirement. Since the state believes there is no need for local jurisdictions to regulate disposal of solid waste by place of origin, the state should remove existing statutes that require each County with*

*privately-operated landfills to identify sufficient disposal capacity for the waste generated by the jurisdictions within that County.*

226. SUPPORT legislation that can reduce the amount of harmful pharmaceuticals (including veterinary medicine) that ultimately enter waste water treatment facilities, bodies of water, and landfills.
227. SUPPORT legislative and regulatory efforts to restrict payments from the Beverage Container Recycling Program Fund for redemption of beverage containers sold out of state. *Fraudulent redemption of these beverage containers is costing the Fund from \$40 million to \$200 million annually. This fraud combined with loans to the General Fund to reduce the State budget deficit has significantly reduced the availability of funds for increasing recycling as intended under the law.*
228. SUPPORT legislative and regulatory efforts that correct the imbalance between the County's regulatory authority to control the collection and disposal of solid waste generated within the unincorporated areas and our exposure to state penalties for failing to meet state mandates for diverting solid waste generated within these areas as a result of Appellate Court decisions. *In litigation where the County sought to protect its solid waste franchise authority for unincorporated areas the court awarded franchise authority to the Rodeo Sanitary District and Mountain View Sanitary District while the County remains exposed to state penalties for failing to meet state mandates for reducing disposal of solid waste generated in these areas.*

### **Workforce Development**

229. SUPPORT legislative and regulatory efforts that make the necessary changes to existing law for the implementation of the federal Workforce Innovation and Opportunity Act (WIOA) in California. *The County supports legislation that would include provisions that state that the Local Plan developed by local workforce boards should be the basis of all workforce planning in the local areas and all workforce-related state grants. Additionally, the County supports provisions that ensure that staffing costs and support services should be included in the training expenditure requirement. Finally, the County supports provisions that require all programs listed in the Workforce Innovation & Opportunity Act (WIOA) work together to ensure that data is collected and reported across all programs, utilizing the state's base-wage file system to ease local reporting burdens.*



Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: January 17, 2017

Subject: CONSIDER Adopting a Position on Assembly Bill 1 (Frazier): Transportation Funding

---

**RECOMMENDATION(S):**

CONSIDER adopting a position on Assembly Bill 1 (Frazier) Transportation Funding, which will increase revenues for transportation infrastructure purposes through tax and fee increases, streamline project delivery through environmental review process revisions, and other protective actions relative to transportation revenue.

**FISCAL IMPACT:**

There is no fiscal impact related to adopting a position on the bill. There is no legislative analysis available at this time.

**BACKGROUND:**

**Recent Board of Supervisors**

Discussion At the November 15, 2016 Board of Supervisors meeting the prior version of the subject bill was discussed, Assembly Bill X 1-26 (Frazier), along with the identical Senate Bill X1-1 (Beall). While there was a substantial amount of discussion, no action was taken.

In the past two years there has been a substantial amount of dialog regarding the need for additional road maintenance funding at the Transportation, Water, and Infrastructure Committee ( TWIC), the Board of Supervisors (BOS), and the Contra Costa Transportation Authority (CCTA). The dialog has been primarily generated by: 1) preparations to bring Measure X to the November 2016 ballot, 2) efforts at the state to generate additional revenue for transportation, and more directly 3) the well-documented increasing need for additional transportation infrastructure maintenance funding which is discussed in more detail immediately below.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 01/17/2017  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: January 17, 2017

Contact: John Cunningham (925)  
674-7833

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

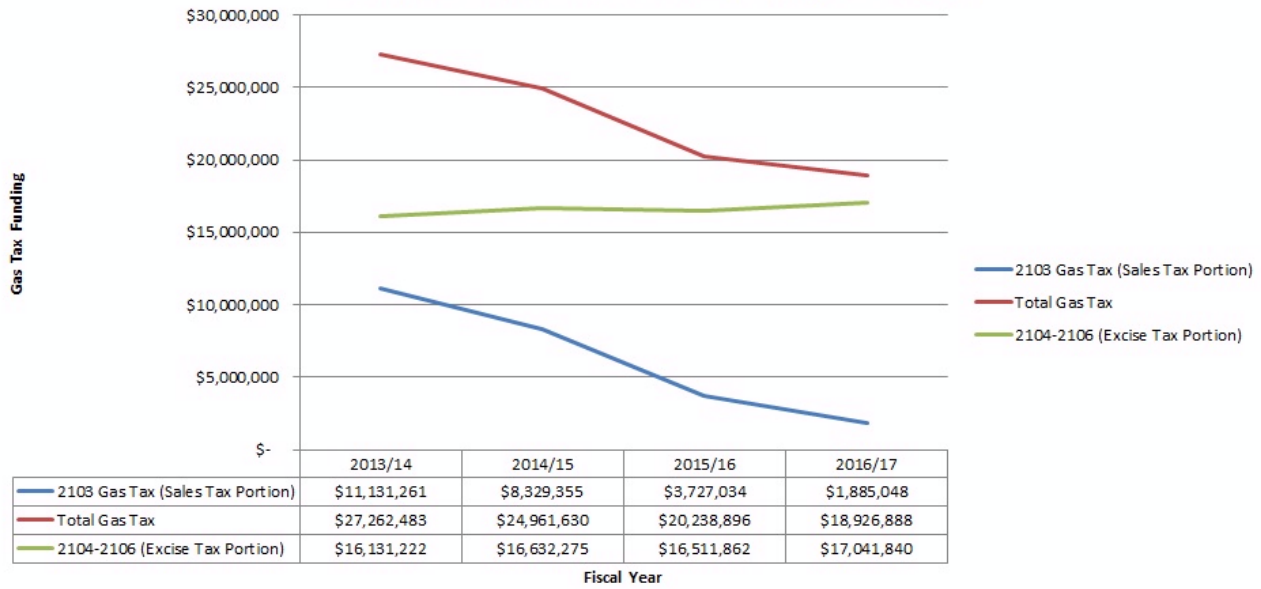
By: , Deputy

cc:

Need for Transportation Funding Increase: Summary: There is a need for an increase in transportation maintenance funding because revenues have effectively been decreasing due to numerous economic factors:

- Construction Cost Index increases diminish the buying power of revenues.
  - The increase in the number of fuel efficient vehicles and electric vehicles reduces gas tax revenues. See "Collapse of Contra Costa's Gas Tax" graphic below.
  - Requirements for roadway project designs are continually getting more stringent and expensive, primarily due to required storm water management systems.
  - Inflationary erosion of the unit based gas tax. See "Value of 18-cent Gas Tax in 2014" graphic below.
-

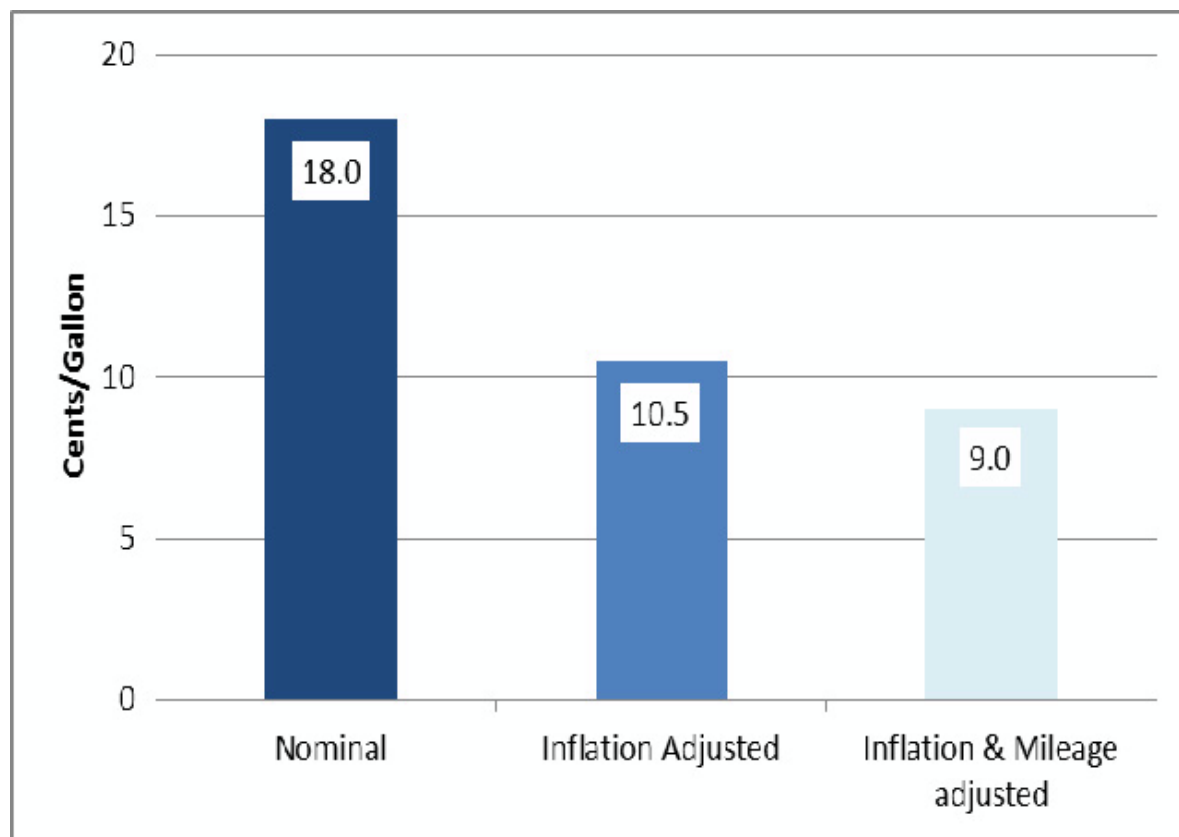
### Collapse of Contra Costa's Gas Tax 2013/14 - 2016/17



BACKGROUND: (CONT'D)

>

**Value of 18-cent Gas Tax in 2014 (1)**



California Statewide Local Streets and Roads Needs Assessment (Source: Caltrans, Division of Budgets)

(1) Inflation adjusted value using 1994 prices. 1994 was the last time the excise tax was raised.

**Prior Analysis/Reports Establishing the Need for Additional Maintenance Funding**

The report that went to the BOS on November 15, 2016 had a substantial amount of additional information related to the need for increased transportation funding. Information included:

- Documentation regarding the scale of the need in Contra Costa County which was developed by the Metropolitan Transportation Commission and the Public Works Department (24 year analysis identified a \$442 million shortfall in pavement and directly related non-pavement needs),
- Details regarding the short term gas tax reduction and the magnifying effect of the gas tax swap "true up",
- References to the staff report prepared regarding Measure X and the level of maintenance funding needed, and
- Several fact sheets with data points and information regarding the transportation funding situation.

For purposes of brevity, the background information on the bullets above was not included in this report but is available in the BOS November 15th, 2016 packet here:

[http://64.166.146.245/docs/2016/BOS/20161115\\_826/836\\_11-15-16\\_1327\\_AGENDApacket.pdf#page=49](http://64.166.146.245/docs/2016/BOS/20161115_826/836_11-15-16_1327_AGENDApacket.pdf#page=49)

**Update: Impact on County Operations:** Building on information discussed at the November 15, 2016 BOS meeting, staff has prepared additional information regarding the impact on County operations of the reduction of gas tax revenue to the state and local jurisdictions. The Public Works Department is proposing a project delay strategy that postpones the construction of projects for one to two years in order to help close a \$7.9 million budget gap. In the event that the State Legislature fails to enact a transportation funding fix the delays will be much greater and may result in the loss of already secured grant funding. The following projects will be impacted:

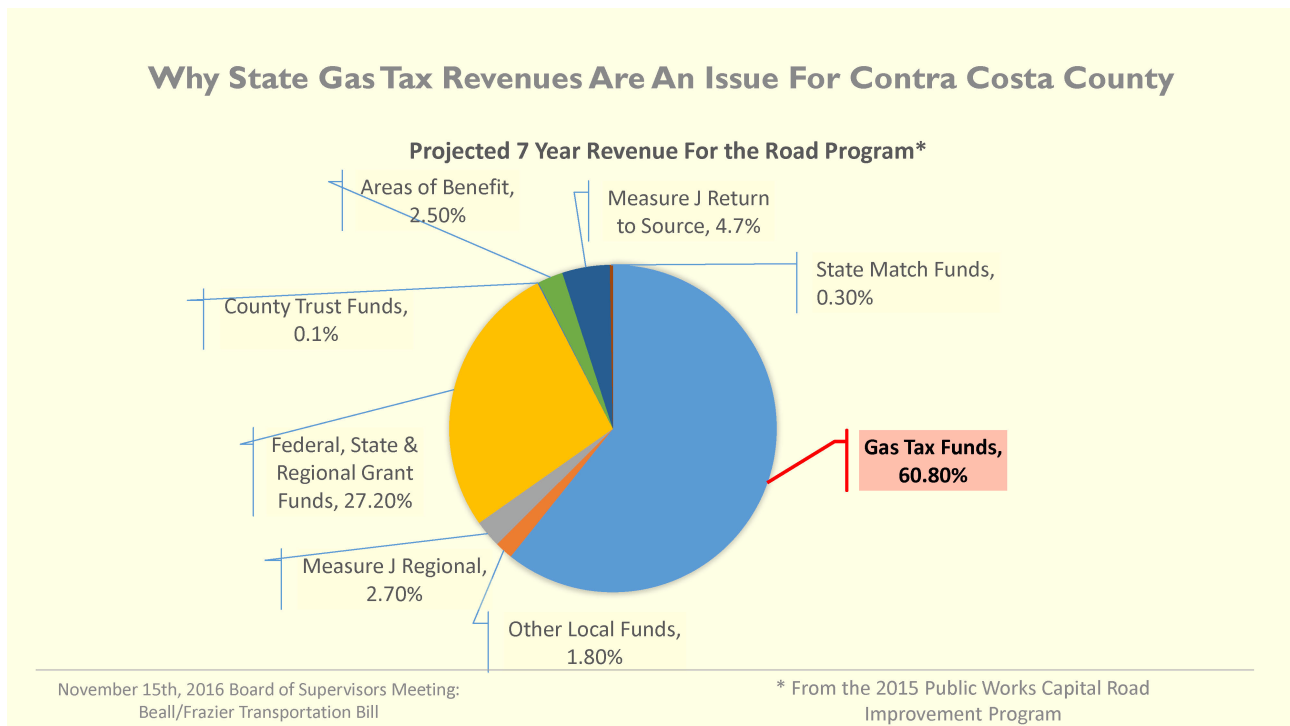


1. Byron Highway & Camino Diablo Intersection Improvements (this includes federal funding that could potentially be lost and if we don't deliver could prevent us from applying for future federal safety grants)
2. Marsh Creek Road Bridge Replacement (Bridge No 28C141)
3. Morgan Territory Road Bridge Scour Repairs
4. Marsh Creek Road Bridge Replacement (Bridge 28C143 & 28C145)
5. Vasco Road Safety – Phase 2 (\$50,000 seed money if other money became available)
6. Tara Hills Pedestrian Infrastructure Project
7. Main Street, Byron Sidewalk Improvements
8. Pomona Street Pedestrian Safety Improvements Project – Phase II
9. Pedestrian Crossing Enhancements – Central & East County
10. Maintenance Surface Treatment Program (see discussion below)
11. Blackhawk Road Bikeway Project

In addition to specific project delays, closing the budget gap may include a reduction or possible cancellation of the surface treatment program for the upcoming fiscal year. Future years, if the transportation funding situation is not resolved, may require more drastic cuts.

### State Gas Tax Distribution

At the November 15, 2016 BOS meeting a presentation was given that displayed how gas taxes are distributed in California. The presentation is attached in its entirety (StateGasTaxPresentation.pdf). The final slide is included below as it communicates why the state gas taxes are critical to Contra Costa County. As depicted below, state gas taxes represent the largest share of revenue in the Road Program. However, the second largest portion of revenue for the Road Program is "Federal, State & Regional Grant Funds" which depends on Gas Tax Funds for matching revenue. This situation magnifies the impact of the loss of state gas taxes. In addition, state gas taxes are more critical to Contra Costa relative to other jurisdictions in that we don't rely on general fund sources for road maintenance.



**Update: Legislation:** Below is a summary of the subject bill developed by Mark Watts, the County's legislative advocate. Where they exist, differences from the previous, 2016 version of 2016 bill (AB X 1-26) and the current, 2017 2017 version of the bill (AB 1) are noted:

### AB 1 (Frazier) Transportation Funding Package

- A \$6.0 billion (was \$7.4 in 2016's AB X 1-26)) annual funding package to repair and maintain our state and



local roads, improve our trade corridors, and support public transit and active transportation.

- A \$706 million repayment of outstanding transportation loans for state and local roads.
- Eliminates the BOE “true up” that causes funding uncertainty and is responsible for drastic cuts to regional transportation projects.
- Indexes transportation taxes and fees to the California CPI in order to keep pace with inflation.
- Includes reforms and accountability for state and local governments to protect taxpayers.
- Streamlines transportation project delivery to help complete projects quicker and cheaper.
- Protects transportation revenue from being diverted for non-transportation purposes.\*
- Helps local governments raise revenue at home to meet the needs of their communities.\*

### **New Annual Funding**

- State -- \$1.9 (Was \$2.9 in 2016's AB X 1-26) billion annually for maintenance and rehabilitation of the state highway system.
- Locals -- \$2.4 (Was \$2.5 billion in 2016's AB X 1-26) annually for maintenance and rehabilitation of local streets and roads.
- Regions -- \$577 (Was \$534 million in 2016's AB X 1-26) annually to help restore the cuts to the State Transportation Improvement Program (STIP).
- Transit -- \$563 (Was \$516 in 2016's AB X 1-26) million annually for transit capital projects and operations.
- Freight -- \$600 (Was \$900 in 2016's AB X 1-26) million annually for goods movement.
- Active Transportation -- \$80 million annually, with up to \$150 million possible through Caltrans efficiencies, for bicycle and pedestrian projects.
- Constitutional Amendment to help locals raise funding at home by lowering the voter threshold for transportation tax measures to 55 percent.\*

### **Reforms and Accountability**

- Restores the independence of the California Transportation Commission (CTC).
- Creates the Office of Transportation Inspector General to oversee all state spending on transportation programs.
- Increases CTC oversight and approval of the State Highway Operations and Protection (SHOPP) program.
- Requires local governments to report streets and roads projects to the CTC and continue their own funding commitments to the local system.

### **Streamlining Project Delivery**

- Permanently extends existing CEQA exemption for improvements in the existing roadway.
- Permanently extends existing federal NEPA delegation for Caltrans.
- Creates an Advance Mitigation program for transportation projects to help plan ahead for needed environmental mitigation.

### **New Annual Funding Sources**

- Gasoline Excise Tax -- \$1.8 billion (12 cents per gallon increase). This is a **decrease** from 2016's AB X 1-26 which was \$2.5 billion (17 cents per gallon increase).
- End the BOE "true up" -- \$1.1 billion
- Diesel Excise Tax -- \$600 million (20 cents per gallon increase). This is a **decrease** from 2016's AB X 1-26 which was \$900 million (30 cents per gallon increase)
- Vehicle Registration Fee -- \$1.3 billion (\$38 per year increase). This is **identical** to 2016's AB X 1-26
- Zero Emission Vehicle Registration Fee (1) -- \$21 million (\$165 per year starting in 2nd year) (Was \$16 million (\$165 per year starting in 2nd year) in 2016's AB X 1-26)
- Truck Weight Fees -- \$500 million (return to transportation over five years). This is a **decrease** from 2016's AB X 1-26 which was \$1 billion.
- Diesel Sales Tax -- \$263 million (increase increment to 5.25%). This is an **increase** from 2016's AB X 1-26 which was \$216 million (3.5% increase).
- Cap and Trade -- \$300 million (from unallocated C&T funds)
- Miscellaneous transportation revenues (2) -- \$185 million (Was \$149 million in 2016's AB X 1-26)

## Keeping Promises and Protecting Revenues

- One-time repayment of outstanding loans from transportation programs over two years. (\$706 million)
- Return of truck weight fees to transportation projects over five years. (\$500 million, was \$1 billion in 2016's AB X 1-26)
- Constitutional amendment to ensure new funding cannot be diverted for non-transportation uses.\*

(1) Zero Emission Vehicle Registration Fees, the revenue increases but the per year/vehicle fee does not. An updated forecast was provided which resulted in the revenue increase.

(2) Miscellaneous transportation revenues are a combination of funds that [1] accrue to Caltrans from property rentals and the minor sources, and [2] a correction to a misinterpretation by State Controller regarding funds that ought to accrue to the Highway Users Tax Account (HUTA) (fuel tax funds for local roads) when the Tax Swap was enacted. Regarding [2], the misinterpretation has continued to the benefit of the state General Fund, when in fact the subject revenues should be transferred to the HUTA.

\* These provisions will be addressed in companion bills. During the November 15, 2016 Board of Supervisors discussion regarding SB X 1-1 and AB X 1-26, additional information on these companion bills was requested but not available. As of early January 2017 we have a commitment from the Bills author to pursue these initiatives but have no detail. The County's 2016 State Legislative platform includes support for a threshold reduction for transportation taxes:

***General Revenues/Finances:** 44. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.*

## Late Breaking Information

**Governors Office:** At the November 15, 2016 BOS meeting, questions were raised about the Governor's position on the bills. At that time, staff did not have any information other than conversations were taking place between the Governors office and the authors of Assembly Bill X 1-26 (Frazier) along with the identical Senate Bill X1-1 (Beall). As this report was being submitted, the Governor released his proposed budget which includes a number of transportation funding reforms and revenue increases. Sufficient time was not available to analyze the proposal for this report. As additional information becomes available staff will bring it to the Transportation, Water, and Infrastructure Committee and the BOS.

**Future Legislation Related to Transportation Revenue Protection and Voter Threshold Reduction:** As this report was being submitted staff became aware that language has been submitted to the State Legislative Counsel's office for legislation related to protecting transportation revenue for use solely in streets and highways purposes and a reduction in the vote threshold required for the passage of transportation tax measures. Sufficient time was not available develop information for this report. As additional details become available, staff will bring it to the Transportation, Water, and Infrastructure Committee and the BOS.

## Input from Other Agencies/Organizations

Attached: Metropolitan Transportation Commission: Legislation Committee Staff Report: **SUPPORT:** Transportation Funding: AB 1 (Frazier)/SB 1 (Beall)

Attached: California State Association of Counties: Bill Analysis: AB 1 (Frazier)/SB 1 (Beall): Transportation Funding/Reform

## Registered Opposition

None on File

## Registered Support

Apex Group

Associated General Contractors of California

Bay Area Council

California Alliance for Jobs

California Association of Councils of Government  
California Business Roundtable  
California Construction & Industrial Materials Association  
California State Association of Counties  
California State Association of Counties  
California State Council of Laborers  
California Transit Association  
California Transportation Commission  
Caterpillar Inc.  
City of Ontario  
City of Rio Vista  
DeSilva Gates Construction  
Granite Construction  
Griffith Company  
International Union of Operating Engineers – CA/NV  
League of California Cities  
League of California Cities  
Los Angeles Chamber of Commerce  
Marin County Board of Supervisors  
Northern California Carpenters Regional Council  
Orange County Business Council  
Politico Group  
Santa Clara County Board of Supervisors  
Silicon Valley Leadership Group  
Skanska  
Smith Watts & Hartmann  
Solano Transportation Authority  
Southern California Contractors Association  
Southern California Leadership Council  
Southern California Partnership for Jobs  
State Building & Construction Trades Council of California  
Teichert Construction  
Transportation Agency for Monterey County  
Transportation California  
United Contractors  
United Contractors  
Vulcan Materials Company

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County would not have a position on the bill.

ATTACHMENTS

AB 1 Bill Text

StateGasTaxPresentation.pdf

CSAC Analysis - AB1-SB1TransportationFunding

MTC-LegReport-AB1-SB1-Transportation Funding.pdf

**ASSEMBLY BILL**

**No. 1**

---

---

**Introduced by Assembly Member Frazier  
(Coauthors: Assembly Members Low, Mullin, and Santiago)**

December 5, 2016

---

---

An act to amend Sections 13975, 14500, 14526.5, and 16965 of, to add Sections 14033, 14526.7, and 16321 to, to add Part 5.1 (commencing with Section 14460) to Division 3 of Title 2 of, and to repeal Section 14534.1 of, the Government Code, to amend Section 39719 of the Health and Safety Code, to amend Section 21080.37 of, and to add Division 13.6 (commencing with Section 21200) to, the Public Resources Code, to amend Section 99312.1 of, and to add Section 99314.9 to, the Public Utilities Code, to amend Sections 6051.8, 6201.8, 7360, 8352.4, 8352.5, 8352.6, and 60050 of the Revenue and Taxation Code, to amend Sections 183.1, 2192, 2192.1, and 2192.2 of, to add Sections 820.1, 2103.1, and 2192.4 to, and to add Chapter 2 (commencing with Section 2030) to Division 3 of, the Streets and Highways Code, and to add Sections 9250.3, 9250.6, and 9400.5 to the Vehicle Code, relating to transportation, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 1, as introduced, Frazier. Transportation funding.

(1) Existing law provides various sources of funding for transportation purposes, including funding for the state highway system and the local street and road system. These funding sources include, among others, fuel excise taxes, commercial vehicle weight fees, local transactions and use taxes, and federal funds. Existing law imposes certain registration fees on vehicles, with revenues from these fees deposited

in the Motor Vehicle Account and used to fund the Department of Motor Vehicles and the Department of the California Highway Patrol. Existing law provides for the monthly transfer of excess balances in the Motor Vehicle Account to the State Highway Account.

This bill would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund, including revenues attributable to a \$0.012 per gallon increase in the motor vehicle fuel (gasoline) tax imposed by the bill with an inflation adjustment, as provided, an increase of \$38 in the annual vehicle registration fee with an inflation adjustment, as provided, a new \$165 annual vehicle registration fee with an inflation adjustment, as provided, applicable to zero-emission motor vehicles, as defined, and certain miscellaneous revenues described in (7) below that are not restricted as to expenditure by Article XIX of the California Constitution.

This bill would annually set aside \$200,000,000 of the funds available for the program to fund road maintenance and rehabilitation purposes in counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees, as defined, which taxes or fees are dedicated solely to transportation improvements. These funds would be continuously appropriated for allocation pursuant to guidelines to be developed by the California Transportation Commission in consultation with local agencies. The bill would require \$80,000,000 of the funds available for the program to be annually transferred to the State Highway Account for expenditure on the Active Transportation Program. The bill would require \$30,000,000 of the funds available for the program in each of 4 fiscal years beginning in 2017–18 to be transferred to the Advance Mitigation Fund created by the bill pursuant to (12) below. The bill would continuously appropriate \$2,000,000 annually of the funds available for the program to the California State University for the purpose of conducting transportation research and transportation-related workforce education, training, and development, and \$3,000,000 annually to the institutes for transportation studies at the University of California. The bill would require the

remaining funds available for the program to be allocated 50% for maintenance of the state highway system or to the state highway operation and protection program and 50% to cities and counties pursuant to a specified formula. The bill would impose various requirements on the department and agencies receiving these funds. The bill would authorize a city or county to spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to the program if the city's or county's average Pavement Condition Index meets or exceeds 80.

The bill would also require the department to annually identify savings achieved through efficiencies implemented at the department and to propose, from the identified savings, an appropriation to be included in the annual Budget Act of up to \$70,000,000 from the State Highway Account for expenditure on the Active Transportation Program.

(2) Existing law establishes in state government the Transportation Agency, which includes various departments and state entities, including the California Transportation Commission. Existing law vests the California Transportation Commission with specified powers, duties, and functions relative to transportation matters. Existing law requires the commission to retain independent authority to perform the duties and functions prescribed to it under any provision of law.

This bill would exclude the California Transportation Commission from the Transportation Agency, establish it as an entity in state government, and require it to act in an independent oversight role. The bill would also make conforming changes.

(3) Existing law creates various state agencies, including the Department of Transportation, the High-Speed Rail Authority, the Department of the California Highway Patrol, the Department of Motor Vehicles, and the State Air Resources Board, with specified powers and duties. Existing law provides for the allocation of state transportation funds to various transportation purposes.

This bill would create the Office of the Transportation Inspector General in state government, as an independent office that would not be a subdivision of any other government entity, to ensure that all of the above-referenced state agencies and all other state agencies expending state transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The bill would provide for the Governor to appoint the Transportation Inspector General for a 6-year term, subject to confirmation by the Senate, and would provide that the Transportation Inspector General may not be

removed from office during the term except for good cause. The bill would specify the duties and responsibilities of the Transportation Inspector General and would require an annual report to the Legislature and Governor.

This bill would require the department to update the Highway Design Manual to incorporate the “complete streets” design concept by July 1, 2017.

(4) Existing law provides for loans of revenues from various transportation funds and accounts to the General Fund, with various repayment dates specified.

This bill would require the Department of Finance, on or before January 1, 2017, to compute the amount of outstanding loans made from specified transportation funds. The bill would require the Department of Transportation to prepare a loan repayment schedule and would require the outstanding loans to be repaid pursuant to that schedule, as prescribed. The bill would appropriate funds for that purpose from the Budget Stabilization Account. The bill would require the repaid funds to be transferred, pursuant to a specified formula, to cities and counties and to the department for maintenance of the state highway system and for purposes of the state highway operation and protection program.

(5) The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B) created the Trade Corridors Improvement Fund and provided for allocation by the California Transportation Commission of \$2 billion in bond funds for infrastructure improvements on highway and rail corridors that have a high volume of freight movement and for specified categories of projects eligible to receive these funds. Existing law continues the Trade Corridors Improvement Fund in existence in order to receive revenues from sources other than the bond act for these purposes.

This bill would deposit the revenues attributable to a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the bill into the Trade Corridors Improvement Fund. The bill would require revenues apportioned to the state from the national highway freight program established by the federal Fixing America’s Surface Transportation Act to be allocated for trade corridor improvement projects approved pursuant to these provisions.

Existing law requires the commission, in determining projects eligible for funding, to consult various state freight and regional infrastructure and goods movement plans and the statewide port master plan.

This bill would revise the list of plans to be consulted by the commission when determining eligible projects for funding. The bill would also expand eligible projects to include, among others, rail landside access improvements, landside freight access improvements to airports, and certain capital and operational improvements.

(6) Existing law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. Existing law continuously appropriates 10% of the annual proceeds of the fund to the Transit and Intercity Rail Capital Program and 5% of the annual proceeds of the fund to the Low Carbon Transit Operations Program.

This bill would, beginning in the 2017–18 fiscal year, instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation.

(7) Article XIX of the California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. Existing law requires certain miscellaneous revenues deposited in the State Highway Account that are not restricted as to expenditure by Article XIX of the California Constitution to be transferred to the Transportation Debt Service Fund in the State Transportation Fund, as specified, and requires the Controller to transfer from the fund to the General Fund an amount of those revenues necessary to offset the current year debt service made from the General Fund on general obligation transportation bonds issued pursuant to Proposition 116 of 1990.

This bill would delete the transfer of these miscellaneous revenues to the Transportation Debt Service Fund, thereby eliminating the offsetting transfer to the General Fund for debt service on general obligation transportation bonds issued pursuant to Proposition 116 of 1990. The bill, subject to a specified exception, would instead require the miscellaneous revenues to be retained in the State Highway Account and to be deposited in the Road Maintenance and Rehabilitation Account.

(8) Article XIX of the California Constitution requires gasoline excise tax revenues from motor vehicles traveling upon public streets and



highways to be deposited in the Highway Users Tax Account, for allocation to city, county, and state transportation purposes. Existing law generally provides for statutory allocation of gasoline excise tax revenues attributable to other modes of transportation, including aviation, boats, agricultural vehicles, and off-highway vehicles, to particular accounts and funds for expenditure on purposes associated with those other modes, except that a specified portion of these gasoline excise tax revenues is deposited in the General Fund. Expenditure of the gasoline excise tax revenues attributable to those other modes is not restricted by Article XIX of the California Constitution.

This bill, commencing July 1, 2017, would instead transfer to the Highway Users Tax Account for allocation to state and local transportation purposes under a specified formula the portion of gasoline excise tax revenues currently being deposited in the General Fund that are attributable to boats, agricultural vehicles, and off-highway vehicles. Because that account is continuously appropriated, the bill would make an appropriation.

(9) Existing law, as of July 1, 2011, increases the sales and use tax on diesel and decreases the excise tax, as provided. Existing law requires the State Board of Equalization to annually modify both the gasoline and diesel excise tax rates on a going-forward basis so that the various changes in the taxes imposed on gasoline and diesel are revenue neutral.

This bill would eliminate the annual rate adjustment to maintain revenue neutrality for the gasoline and diesel excise tax rates and would reimpose the higher gasoline excise tax rate that was in effect on July 1, 2010, in addition to the increase in the rate described in (1) above.

Existing law, beyond the sales and use tax rate generally applicable, imposes an additional sales and use tax on diesel fuel at the rate of 1.75%, subject to certain exemptions, and provides for the net revenues collected from the additional tax to be transferred to the Public Transportation Account. Existing law continuously appropriates these revenues to the Controller for allocation by formula to transportation agencies for public transit purposes under the State Transit Assistance Program.

This bill would increase the additional sales and use tax on diesel fuel by an additional 3.5%. By increasing the revenues deposited in the Public Transportation Account that are continuously appropriated, the bill would thereby make an appropriation. The bill would restrict expenditures of revenues from this increase in the sales and use tax on diesel fuel to transit capital purposes and certain transit services and

would require a recipient transit agency to comply with certain requirements, including submitting a list of proposed projects to the Department of Transportation, as a condition of receiving a portion of these funds. The bill would require the Controller to compute and publish quarterly proposed allocations for each eligible recipient agency under the State Transit Assistance Program. The bill would require an existing required audit of transit operator finances to verify that these new revenues have been expended in conformance with these specific restrictions and all other generally applicable requirements.

This bill would, beginning July 1, 2019, and every 3rd year thereafter, require the State Board of Equalization to recompute the gasoline and diesel excise tax rates and the additional sales and use tax rate on diesel fuel based upon the percentage change in the California Consumer Price Index transmitted to the board by the Department of Finance, as prescribed.

(10) Existing law requires the Department of Transportation to prepare a state highway operation and protection program every other year for the expenditure of transportation capital improvement funds for projects that are necessary to preserve and protect the state highway system, excluding projects that add new traffic lanes. The program is required to be based on an asset management plan, as specified. Existing law requires the department to specify, for each project in the program the capital and support budget and projected delivery date for various components of the project. Existing law provides for the California Transportation Commission to review and adopt the program, and authorizes the commission to decline and adopt the program if it determines that the program is not sufficiently consistent with the asset management plan.

The bill would require the commission, as part of its review of the program, to hold at least one hearing in northern California and one hearing in southern California regarding the proposed program. The bill would require the department to submit any change to a programmed project as an amendment to the commission for its approval.

This bill, on and after August 1, 2017, would also require the commission to make an allocation of all capital and support costs for each project in the program, and would require the department to submit a supplemental project allocation request to the commission for each project that experiences cost increases above the amounts in its allocation. The bill would require the commission to establish guidelines to provide exceptions to the requirement for a supplemental project

allocation requirement that the commission determines are necessary to ensure that projects are not unnecessarily delayed.

(11) Existing law imposes weight fees on the registration of commercial motor vehicles and provides for the deposit of net weight fee revenues into the State Highway Account. Existing law provides for the transfer of certain weight fee revenues from the State Highway Account to the Transportation Debt Service Fund to reimburse the General Fund for payment of debt service on general obligation bonds issued for transportation purposes. Existing law also provides for the transfer of certain weight fee revenues to the Transportation Bond Direct Payment Account for direct payment of debt service on designated bonds, which are defined to be certain transportation general obligation bonds issued pursuant to Proposition 1B of 2006. Existing law also provides for loans of weight fee revenues to the General Fund to the extent the revenues are not needed for bond debt service purposes, with the loans to be repaid when the revenues are later needed for those purposes, as specified.

This bill, notwithstanding these provisions or any other law, would only authorize specified amounts of weight fee revenues to be transferred from the State Highway Account to the Transportation Debt Service Fund, the Transportation Bond Direct Payment Account, or any other fund or account for the purpose of payment of the debt service on transportation general obligation bonds in accordance with a prescribed schedule, with no more than \$500,000,000 to be transferred in the 2021–22 and subsequent fiscal years. The bill would also prohibit loans of weight fee revenues to the General Fund.

(12) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA, until January 1, 2020, exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined, other than a state roadway, if the project or activity is carried

out by a city or county with a population of less than 100,000 persons to improve public safety and meets other specified requirements.

This bill would extend the above-referenced exemption indefinitely and delete the limitation of the exemption to projects or activities in cities and counties with a population of less than 100,000 persons. The bill would also expand the exemption to include state roadways.

This bill would also establish the Advance Mitigation Program in the Department of Transportation. The bill would authorize the department to undertake mitigation measures in advance of construction of a planned transportation project. The bill would require the department to establish a steering committee to advise the department on advance mitigation measures and related matters. The bill would create the Advance Mitigation Fund as a continuously appropriated revolving fund, to be funded initially from the Road Maintenance and Rehabilitation Program pursuant to (1) above. The bill would provide for reimbursement of the revolving fund at the time a planned transportation project benefiting from advance mitigation is constructed.

(13) Existing federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Existing law, until January 1, 2017, when these provisions are repealed, provides that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities the Department of Transportation assumed as a participant in this program.

This bill would reenact these provisions.

(14) This bill would declare that it is to take effect immediately as an urgency statute.

Vote:  $\frac{2}{3}$ . Appropriation: yes. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) Over the next 10 years, the state faces a \$59 billion shortfall
- 4 to adequately maintain the existing state highway system in order
- 5 to keep it in a basic state of good repair.

1 (b) Similarly, cities and counties face a \$78 billion shortfall  
2 over the next decade to adequately maintain the existing network  
3 of local streets and roads.

4 (c) Statewide taxes and fees dedicated to the maintenance of  
5 the system have not been increased in more than 20 years, with  
6 those revenues losing more than 55 percent of their purchasing  
7 power, while costs to maintain the system have steadily increased  
8 and much of the underlying infrastructure has aged past its expected  
9 useful life.

10 (d) California motorists are spending \$17 billion annually in  
11 extra maintenance and car repair bills, which is more than \$700  
12 per driver, due to the state’s poorly maintained roads.

13 (e) Failing to act now to address this growing problem means  
14 that more drastic measures will be required to maintain our system  
15 in the future, essentially passing the burden on to future generations  
16 instead of doing our job today.

17 (f) A funding program will help address a portion of the  
18 maintenance backlog on the state’s road system and will stop the  
19 growth of the problem.

20 (g) Modestly increasing various fees can spread the cost of road  
21 repairs broadly to all users and beneficiaries of the road network  
22 without overburdening any one group.

23 (h) Improving the condition of the state’s road system will have  
24 a positive impact on the economy as it lowers the transportation  
25 costs of doing business, reduces congestion impacts for employees,  
26 and protects property values in the state.

27 (i) The federal government estimates that increased spending  
28 on infrastructure creates more than 13,000 jobs per \$1 billion spent.

29 (j) Well-maintained roads benefit all users, not just drivers, as  
30 roads are used for all modes of transport, whether motor vehicles,  
31 transit, bicycles, or pedestrians.

32 (k) Well-maintained roads additionally provide significant health  
33 benefits and prevent injuries and death due to crashes caused by  
34 poorly maintained infrastructure.

35 (l) A comprehensive, reasonable transportation funding package  
36 will do all of the following:

- 37 (1) Ensure these transportation needs are addressed.
- 38 (2) Fairly distribute the economic impact of increased funding.
- 39 (3) Restore the gas tax rate previously reduced by the State  
40 Board of Equalization pursuant to the gas tax swap.

1 (4) Direct increased revenue to the state’s highest transportation  
2 needs.

3 SEC. 2. Section 13975 of the Government Code is amended  
4 to read:

5 13975. There is in the state government the Transportation  
6 Agency. The agency consists of the Department of the California  
7 Highway Patrol, the ~~California Transportation Commission~~, the  
8 Department of Motor Vehicles, the Department of Transportation,  
9 the High-Speed Rail Authority, and the Board of Pilot  
10 Commissioners for the Bays of San Francisco, San Pablo, and  
11 Suisun.

12 SEC. 3. Section 14033 is added to the Government Code, to  
13 read:

14 14033. On or before July 1, 2017, the department shall update  
15 the Highway Design Manual to incorporate the “complete streets”  
16 design concept.

17 SEC. 4. Part 5.1 (commencing with Section 14460) is added  
18 to Division 3 of Title 2 of the Government Code, to read:

19  
20 PART 5.1. OFFICE OF THE TRANSPORTATION INSPECTOR  
21 GENERAL  
22

23 14460. (a) There is hereby created in state government the  
24 independent Office of the Transportation Inspector General, which  
25 shall not be a subdivision of any other governmental entity, to  
26 ensure that the Department of Transportation, the High-Speed Rail  
27 Authority, the Department of the California Highway Patrol, the  
28 Department of Motor Vehicles, the State Air Resources Board,  
29 and all other state agencies expending state transportation funds  
30 are operating efficiently, effectively, and in compliance with  
31 applicable federal and state laws.

32 (b) The Governor shall appoint, subject to confirmation by the  
33 Senate, the Transportation Inspector General to a six-year term.  
34 The Transportation Inspector General may not be removed from  
35 office during that term, except for good cause. A finding of good  
36 cause may include substantial neglect of duty, gross misconduct,  
37 or conviction of a crime. The reasons for removal of the  
38 Transportation Inspector General shall be stated in writing and  
39 shall include the basis for removal. The writing shall be sent to  
40 the Secretary of the Senate and the Chief Clerk of the Assembly

1 at the time of the removal and shall be deemed to be a public  
2 document.

3 14461. The Transportation Inspector General shall review  
4 policies, practices, and procedures and conduct audits and  
5 investigations of activities involving state transportation funds in  
6 consultation with all affected state agencies. Specifically, the  
7 Transportation Inspector General’s duties and responsibilities shall  
8 include, but not be limited to, all of the following:

9 (a) To examine the operating practices of all state agencies  
10 expending state transportation funds to identify fraud and waste,  
11 opportunities for efficiencies, and opportunities to improve the  
12 data used to determine appropriate project resource allocations.

13 (b) To identify best practices in the delivery of transportation  
14 projects and develop policies or recommend proposed legislation  
15 enabling state agencies to adopt these practices when practicable.

16 (c) To provide objective analysis of and, when possible, offer  
17 solutions to concerns raised by the public or generated within  
18 agencies involving the state’s transportation infrastructure and  
19 project delivery methods.

20 (d) To conduct, supervise, and coordinate audits and  
21 investigations relating to the programs and operations of all state  
22 transportation agencies with state-funded transportation projects.

23 (e) To recommend policies promoting economy and efficiency  
24 in the administration of programs and operations of all state  
25 agencies with state-funded transportation projects.

26 (f) To ensure that the Secretary of Transportation and the  
27 Legislature are fully and currently informed concerning fraud or  
28 other serious abuses or deficiencies relating to the expenditure of  
29 funds or administration of programs and operations.

30 14462. The Transportation Inspector General shall report at  
31 least annually to the Governor and Legislature with a summary of  
32 his or her findings, investigations, and audits. The summary shall  
33 be posted on the Transportation Inspector General’s Internet Web  
34 site and shall otherwise be made available to the public upon its  
35 release to the Governor and Legislature. The summary shall  
36 include, but need not be limited to, significant problems discovered  
37 by the Transportation Inspector General and whether  
38 recommendations of the Transportation Inspector General relative  
39 to investigations and audits have been implemented by the affected

1 agencies. The report shall be submitted to the Legislature in  
2 compliance with Section 9795.

3 SEC. 5. Section 14500 of the Government Code is amended  
4 to read:

5 14500. There is in ~~the Transportation Agency~~ *state government*  
6 a California Transportation Commission. *The commission shall*  
7 *act in an independent oversight role.*

8 SEC. 6. Section 14526.5 of the Government Code is amended  
9 to read:

10 14526.5. (a) Based on the asset management plan prepared  
11 and approved pursuant to Section 14526.4, the department shall  
12 prepare a state highway operation and protection program for the  
13 expenditure of transportation funds for major capital improvements  
14 that are necessary to preserve and protect the state highway system.  
15 Projects included in the program shall be limited to ~~capital~~  
16 ~~improvements relative to the maintenance, safety, operation, and~~  
17 ~~rehabilitation~~ *rehabilitation, and operation* of state highways and  
18 bridges that do not add a new traffic lane to the system.

19 (b) The program shall include projects that are expected to be  
20 advertised prior to July 1 of the year following submission of the  
21 program, but which have not yet been funded. The program shall  
22 include those projects for which construction is to begin within  
23 four fiscal years, starting July 1 of the year following the year the  
24 program is submitted.

25 (c) (1) The department, at a minimum, shall specify, for each  
26 project in the state highway operation and protection program, the  
27 ~~capital and support budget, as well as a projected delivery date,~~  
28 *budget* for each of the following project components:

29 ~~(1) Completion of project~~

30 (A) *Project* approval and environmental documents.

31 ~~(2) Preparation of plans;~~

32 (B) *Plans*, specifications, and estimates.

33 ~~(3) Acquisition of rights-of-way, including, but not limited to,~~  
34 ~~support activities.~~

35 (C) *Rights-of-way*.

36 (D) *Construction*.

37 (2) *The department shall specify, for each project in the state*  
38 *highway operation and protection program, a project delivery*  
39 *date for each of the following components:*

40 (A) *Environmental document completion.*



1 (B) *Plans, specifications, and estimate completion.*

2 (C) *Right-of-way certification.*

3 ~~(4)~~

4 (D) *Start of construction.*

5 (d) ~~The program department shall be submitted~~ *submit its*  
6 *proposed program* to the commission not later than January 31 of  
7 each even-numbered year. Prior to submitting ~~the plan~~, *its proposed*  
8 *program*, the department shall make a draft of its proposed program  
9 available to transportation planning agencies for review and  
10 comment and shall include the comments in its submittal to the  
11 commission. *The department shall provide the commission with*  
12 *detailed information for all programmed projects, including, but*  
13 *not limited to, cost, scope, schedule, and performance metrics as*  
14 *determined by the commission.*

15 (e) ~~The commission may~~ *shall* review the *proposed* program  
16 relative to its overall adequacy, consistency with the asset  
17 management plan prepared and approved pursuant to Section  
18 14526.4 and funding priorities established in Section 167 of the  
19 Streets and Highways Code, the level of annual funding needed  
20 to implement the program, and the impact of those expenditures  
21 on the state transportation improvement program. The commission  
22 shall adopt the program and submit it to the Legislature and the  
23 Governor not later than April 1 of each even-numbered year. The  
24 commission may decline to adopt the program if the commission  
25 determines that the program is not sufficiently consistent with the  
26 asset management plan prepared and approved pursuant to Section  
27 14526.4.

28 (f) *As part of the commission's review of the program required*  
29 *pursuant to subdivision (a), the commission shall hold at least one*  
30 *hearing in northern California and one hearing in southern*  
31 *California regarding the proposed program.*

32 ~~(f)~~

33 (g) Expenditures for these projects shall not be subject to  
34 Sections 188 and 188.8 of the Streets and Highways Code.

35 (h) *Following adoption of the state highway operation and*  
36 *protection program by the commission, any change to a*  
37 *programmed project shall be submitted as an amendment by the*  
38 *department to the commission for its approval before the change*  
39 *may be implemented.*

1 SEC. 7. Section 14526.7 is added to the Government Code, to  
2 read:

3 14526.7. (a) On and after August 1, 2017, an allocation by the  
4 commission of all capital and support costs for each project in the  
5 state highway operation and protection program shall be required.

6 (b) For a project that experiences increases in capital or support  
7 costs above the amounts in the commission's allocation pursuant  
8 to subdivision (a), a supplemental project allocation request shall  
9 be submitted by the department to the commission for approval.

10 (c) The commission shall establish guidelines to provide  
11 exceptions to the requirement of subdivision (b) that the  
12 commission determines are necessary to ensure that projects are  
13 not unnecessarily delayed.

14 SEC. 8. Section 14534.1 of the Government Code is repealed.

15 ~~14534.1. Notwithstanding Section 12850.6 or subdivision (b)~~  
16 ~~of Section 12800, as added to this code by the Governor's~~  
17 ~~Reorganization Plan No. 2 of 2012 during the 2011-12 Regular~~  
18 ~~Session, the commission shall retain independent authority to~~  
19 ~~perform those duties and functions prescribed to it under any~~  
20 ~~provision of law.~~

21 SEC. 9. Section 16321 is added to the Government Code, to  
22 read:

23 16321. (a) Notwithstanding any other law, on or before January  
24 1, 2017, the Department of Finance shall compute the amount of  
25 outstanding loans made from the State Highway Account, the  
26 Motor Vehicle Fuel Account, the Highway Users Tax Account,  
27 and the Motor Vehicle Account to the General Fund. The  
28 department shall prepare a loan repayment schedule, pursuant to  
29 which the outstanding loans shall be repaid, as follows:

30 (1) On or before June 30, 2017, 50 percent of the outstanding  
31 loan amounts.

32 (2) On or before June 30, 2018, the remainder of the outstanding  
33 loan amounts.

34 (b) Notwithstanding any other law, as the loans are repaid  
35 pursuant to this section, the repaid funds shall be transferred in the  
36 following manner:

37 (1) Fifty percent to cities and counties pursuant to clauses (i)  
38 and (ii) of subparagraph (C) of paragraph (3) of subdivision (a) of  
39 Section 2103 of the Streets and Highways Code.

1 (2) Fifty percent to the department for maintenance of the state  
2 highway system and for purposes of the state highway operation  
3 and protection program.

4 (c) Funds for loan repayments pursuant to this section are hereby  
5 appropriated from the Budget Stabilization Account pursuant to  
6 subclause (II) of clause (ii) of subparagraph (B) of paragraph (1)  
7 of subdivision (c) of Section 20 of Article XVI of the California  
8 Constitution.

9 SEC. 10. Section 16965 of the Government Code is amended  
10 to read:

11 16965. (a) (1) The Transportation Debt Service Fund is hereby  
12 created in the State Treasury. Moneys in the fund shall be dedicated  
13 to all of the following purposes:

14 (A) Payment of debt service with respect to designated bonds,  
15 as defined in subdivision (c) of Section 16773, and as further  
16 provided in paragraph (3) and subdivision (b).

17 (B) To reimburse the General Fund for debt service with respect  
18 to bonds.

19 (C) To redeem or retire bonds, pursuant to Section 16774,  
20 maturing in a subsequent fiscal year.

21 (2) The bonds eligible under subparagraph (B) or (C) of  
22 paragraph (1) include bonds issued pursuant to the ~~Clean Air and~~  
23 ~~Transportation Improvement Act of 1990 (Part 11.5 (commencing~~  
24 ~~with Section 99600) of Division 10 of the Public Utilities Code),~~  
25 ~~the Passenger Rail and Clean Air Bond Act of 1990 (Chapter 17~~  
26 ~~(commencing with Section 2701) of Division 3 of the Streets and~~  
27 ~~Highways Code), the Seismic Retrofit Bond Act of 1996 (Chapter~~  
28 ~~12.48 (commencing with Section 8879) of Division 1 of Title 2),~~  
29 ~~and the Safe, Reliable High-Speed Passenger Train Bond Act for~~  
30 ~~the 21st Century (Chapter 20 (commencing with Section 2704) of~~  
31 ~~Division 3 of the Streets and Highways Code), and nondesignated~~  
32 ~~bonds under Proposition 1B, as defined in subdivision (c) of~~  
33 ~~Section 16773.~~

34 (3) (A) The Transportation Bond Direct Payment Account is  
35 hereby created in the State Treasury, as a subaccount within the  
36 Transportation Debt Service Fund, for the purpose of directly  
37 paying the debt service, as defined in paragraph (4), of designated  
38 bonds of Proposition 1B, as defined in subdivision (c) of Section  
39 16773. Notwithstanding Section 13340, moneys in the  
40 Transportation Bond Direct Payment Account are continuously

1 appropriated for payment of debt service with respect to designated  
2 bonds as provided in subdivision (c) of Section 16773. So long as  
3 any designated bonds remain outstanding, the moneys in the  
4 Transportation Bond Direct Payment Account may not be used  
5 for any other purpose, and may not be borrowed by or available  
6 for transfer to the General Fund pursuant to Section 16310 or any  
7 similar law, or to the General Cash Revolving Fund pursuant to  
8 Section 16381 or any similar law.

9 (B) Once the Treasurer makes a certification that payment of  
10 debt service with respect to all designated bonds has been paid or  
11 provided for, any remaining moneys in the Transportation Bond  
12 Direct Payment Account shall be transferred back to the  
13 Transportation Debt Service Fund.

14 (C) The moneys in the Transportation Bond Direct Payment  
15 Account shall be invested in the Surplus Money Investment Fund,  
16 and all investment earnings shall accrue to the account.

17 (D) The Controller may establish subaccounts within the  
18 Transportation Bond Direct Payment Account as may be required  
19 by the resolution, indenture, or other documents governing any  
20 designated bonds.

21 (4) For purposes of this subdivision and subdivision (b), and  
22 subdivision (c) of Section 16773, “debt service” means payment  
23 of all of the following costs and expenses with respect to any  
24 designated bond:

25 (A) The principal of and interest on the bonds.

26 (B) Amounts payable as the result of tender on any bonds, as  
27 described in clause (iv) of subparagraph (B) of paragraph (1) of  
28 subdivision (d) of Section 16731.

29 (C) Amounts payable under any contractual obligation of the  
30 state to repay advances and pay interest thereon under a credit  
31 enhancement or liquidity agreement as described in clause (iv) of  
32 subparagraph (B) of paragraph (1) of subdivision (d) of Section  
33 16731.

34 (D) Any amount owed by the state to a counterparty after any  
35 offset for payments owed to the state on any hedging contract as  
36 described in subparagraph (A) of paragraph (2) of subdivision (d)  
37 of Section 16731.

38 (b) From the moneys transferred to the fund pursuant to  
39 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the  
40 Vehicle Code, there shall first be deposited into the Transportation

1 Bond Direct Payment Account in each month sufficient funds to  
2 equal the amount designated in a certificate submitted by the  
3 Treasurer to the Controller and the Director of Finance at the start  
4 of each fiscal year, and as may be modified by the Treasurer  
5 thereafter upon issuance of any new issue of designated bonds or  
6 upon change in circumstances that requires such a modification.  
7 This certificate shall be calculated by the Treasurer to identify, for  
8 each month, the amount necessary to fund all of the debt service  
9 with respect to all designated bonds. This calculation shall be done  
10 in a manner provided in the resolution, indenture, or other  
11 documents governing the designated bonds. In the event that  
12 transfers to the Transportation Bond Direct Payment Account in  
13 any month are less than the amounts required in the Treasurer's  
14 certificate, the shortfall shall carry over to be part of the required  
15 payment in the succeeding month or months.

16 (c) The state hereby covenants with the holders from time to  
17 time of any designated bonds that it will not alter, amend, or restrict  
18 the provisions of subdivision (c) of Section 16773 of the  
19 Government Code, or Sections 9400, 9400.1, 9400.4, and 42205  
20 of the Vehicle Code, which provide directly or indirectly for the  
21 transfer of weight fees to the Transportation Debt Service Fund  
22 or the Transportation Bond Direct Payment Account, or  
23 subdivisions (a) and (b) of this section, or reduce the rate of  
24 imposition of vehicle weight fees under Sections 9400 and 9400.1  
25 of the Vehicle Code as they existed on the date of the first issuance  
26 of any designated bonds, if that alteration, amendment, restriction,  
27 or reduction would result in projected weight fees for the next  
28 fiscal year determined by the Director of Finance being less than  
29 two times the maximum annual debt service with respect to all  
30 outstanding designated bonds, as such calculation is determined  
31 pursuant to the resolution, indenture, or other documents governing  
32 the designated bonds. The state may include this covenant in the  
33 resolution, indenture, or other documents governing the designated  
34 bonds.

35 (d) Once the required monthly deposit, including makeup of  
36 any shortfalls from any prior month, has been made pursuant to  
37 subdivision (b), from moneys transferred to the fund pursuant to  
38 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the  
39 Vehicle Code, or pursuant to Section 16965.1 or 63048.67, the  
40 Controller shall transfer as an expenditure reduction to the General

1 Fund any amount necessary to offset the cost of current year debt  
2 service payments made from the General Fund with respect to any  
3 bonds issued pursuant to Proposition 192 (1996) and three-quarters  
4 of the amount of current year debt service payments made from  
5 the General Fund with respect to any nondesignated bonds, as  
6 defined in subdivision (c) of Section 16773, issued pursuant to  
7 Proposition 1B (2006). In the alternative, these funds may also be  
8 used to redeem or retire the applicable bonds, pursuant to Section  
9 16774, maturing in a subsequent fiscal year as directed by the  
10 Director of Finance.

11 ~~(e) From moneys transferred to the fund pursuant to Section~~  
12 ~~183.1 of the Streets and Highways Code, the Controller shall~~  
13 ~~transfer as an expenditure reduction to the General Fund any~~  
14 ~~amount necessary to offset the cost of current year debt service~~  
15 ~~payments made from the General Fund with respect to any bonds~~  
16 ~~issued pursuant to Proposition 116 (1990). In the alternative, these~~  
17 ~~funds may also be used to redeem or retire the applicable bonds,~~  
18 ~~pursuant to Section 16774, maturing in a subsequent fiscal year~~  
19 ~~as directed by the Director of Finance.~~

20 (f)

21 (e) Once the required monthly deposit, including makeup of  
22 any shortfalls from any prior month, has been made pursuant to  
23 subdivision (b), from moneys transferred to the fund pursuant to  
24 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the  
25 Vehicle Code, or pursuant to Section 16965.1 or 63048.67, the  
26 Controller shall transfer as an expenditure reduction to the General  
27 Fund any amount necessary to offset the eligible cost of current  
28 year debt service payments made from the General Fund with  
29 respect to any bonds issued pursuant to Proposition 108 (1990)  
30 and Proposition 1A (2008), and one-quarter of the amount of  
31 current year debt service payments made from the General Fund  
32 with respect to any nondesignated bonds, as defined in subdivision  
33 (c) of Section 16773, issued pursuant to Proposition 1B (2006).  
34 The Department of Finance shall notify the Controller by July 30  
35 of every year of the percentage of debt service that is expected to  
36 be paid in that fiscal year with respect to bond-funded projects that  
37 qualify as eligible guideway projects consistent with the  
38 requirements applicable to the expenditure of revenues under  
39 Article XIX of the California Constitution, and the Controller shall  
40 make payments only for those eligible projects. In the alternative,

1 these funds may also be used to redeem or retire the applicable  
 2 bonds, pursuant to Section 16774, maturing in a subsequent fiscal  
 3 year as directed by the Director of Finance.

4 ~~(g)~~

5 (f) On or before the second business day following the date on  
 6 which transfers are made to the Transportation Debt Service Fund,  
 7 and after the required monthly deposits for that month, including  
 8 makeup of any shortfalls from any prior month, have been made  
 9 to the Transportation Bond Direct Payment Account, the Controller  
 10 shall transfer the funds designated for reimbursement of bond debt  
 11 service with respect to nondesignated bonds, as defined in  
 12 subdivision (c) of Section 16773, and other bonds identified in  
 13 subdivisions ~~(d), (e),~~(d) and ~~(f)~~(e) in that month from the fund to  
 14 the General Fund pursuant to this section.

15 SEC. 11. Section 39719 of the Health and Safety Code is  
 16 amended to read:

17 39719. (a) The Legislature shall appropriate the annual  
 18 proceeds of the fund for the purpose of reducing greenhouse gas  
 19 emissions in this state in accordance with the requirements of  
 20 Section 39712.

21 (b) To carry out a portion of the requirements of subdivision  
 22 (a), annual proceeds are continuously appropriated for the  
 23 following:

24 (1) Beginning in the ~~2015-16~~ 2017-18 fiscal year, and  
 25 notwithstanding Section 13340 of the Government Code, ~~35~~ 50  
 26 percent of annual proceeds are continuously appropriated, without  
 27 regard to fiscal years, for transit, affordable housing, and  
 28 sustainable communities programs as ~~following:~~ follows:

29 (A) ~~Ten~~ Twenty percent of the annual proceeds of the fund is  
 30 hereby continuously appropriated to the Transportation Agency  
 31 for the Transit and Intercity Rail Capital Program created by Part  
 32 2 (commencing with Section 75220) of Division 44 of the Public  
 33 Resources Code.

34 (B) ~~Five~~ Ten percent of the annual proceeds of the fund is hereby  
 35 continuously appropriated to the Low Carbon Transit Operations  
 36 Program created by Part 3 (commencing with Section 75230) of  
 37 Division 44 of the Public Resources Code. ~~Funds~~ Moneys shall be  
 38 allocated by the Controller, according to requirements of the  
 39 program, and pursuant to the distribution formula in subdivision

1 (b) or (c) of Section 99312 of, and Sections 99313 and 99314 of,  
2 the Public Utilities Code.

3 (C) Twenty percent of the annual proceeds of the fund is hereby  
4 continuously appropriated to the Strategic Growth Council for the  
5 Affordable Housing and Sustainable Communities Program created  
6 by Part 1 (commencing with Section 75200) of Division 44 of the  
7 Public Resources Code. Of the amount appropriated in this  
8 subparagraph, no less than 10 percent of the annual ~~proceeds~~,  
9 *proceeds* shall be expended for affordable housing, consistent with  
10 the provisions of that program.

11 (2) Beginning in the 2015–16 fiscal year, notwithstanding  
12 Section 13340 of the Government Code, 25 percent of the annual  
13 proceeds of the fund is hereby continuously appropriated to the  
14 High-Speed Rail Authority for the following components of the  
15 initial operating segment and Phase I Blended System as described  
16 in the 2012 business plan adopted pursuant to Section 185033 of  
17 the Public Utilities Code:

18 (A) Acquisition and construction costs of the project.

19 (B) Environmental review and design costs of the project.

20 (C) Other capital costs of the project.

21 (D) Repayment of any loans made to the authority to fund the  
22 project.

23 (c) In determining the amount of annual proceeds of the fund  
24 for purposes of the calculation in subdivision (b), the funds subject  
25 to Section 39719.1 shall not be included.

26 SEC. 12. Section 21080.37 of the Public Resources Code is  
27 amended to read:

28 21080.37. (a) This division does not apply to a project or an  
29 activity to repair, maintain, or make minor alterations to an existing  
30 roadway if all of the following conditions are met:

31 ~~(1) The project is carried out by a city or county with a~~  
32 ~~population of less than 100,000 persons to improve public safety.~~

33 ~~(2)~~

34 (1) (A) The project does not cross a waterway.

35 (B) For purposes of this paragraph, “waterway” means a bay,  
36 estuary, lake, pond, river, slough, or a perennial, intermittent, or  
37 ephemeral stream, lake, or estuarine-marine shoreline.

38 ~~(3)~~



1 (2) The project involves negligible or no expansion of an  
2 existing use beyond that existing at the time of the lead agency's  
3 determination.

4 ~~(4) The roadway is not a state roadway.~~

5 ~~(5)~~

6 (3) (A) The site of the project does not contain wetlands or  
7 riparian areas and does not have significant value as a wildlife  
8 habitat, and the project does not harm any species protected by the  
9 federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et  
10 seq.), the Native Plant Protection Act (Chapter 10 (commencing  
11 with Section 1900) of Division 2 of the Fish and Game Code), or  
12 the California Endangered Species Act (Chapter 1.5 (commencing  
13 with Section 2050) of Division 3 of the Fish and Game Code), and  
14 the project does not cause the destruction or removal of any species  
15 protected by a local ordinance.

16 (B) For the purposes of this paragraph:

17 (i) "Riparian areas" mean those areas transitional between  
18 terrestrial and aquatic ecosystems and that are distinguished by  
19 gradients in biophysical conditions, ecological processes, and biota.  
20 A riparian area is an area through which surface and subsurface  
21 hydrology connect waterbodies with their adjacent uplands. A  
22 riparian area includes those portions of terrestrial ecosystems that  
23 significantly influence exchanges of energy and matter with aquatic  
24 ecosystems. A riparian area is adjacent to perennial, intermittent,  
25 and ephemeral streams, lakes, and estuarine-marine shorelines.

26 (ii) "Significant value as a wildlife habitat" includes wildlife  
27 habitat of national, statewide, regional, or local importance; habitat  
28 for species protected by the federal Endangered Species Act of  
29 1973 (16 U.S.C. Sec. ~~1531~~, 1531 et seq.), the California  
30 Endangered Species Act (Chapter 1.5 (commencing with Section  
31 2050) of Division 3 of the Fish and Game Code), or the Native  
32 Plant Protection Act (Chapter 10 (commencing with Section 1900)  
33 of Division 2 of the Fish and Game Code); habitat identified as  
34 candidate, fully protected, sensitive, or species of special status  
35 by local, state, or federal agencies; or habitat essential to the  
36 movement of resident or migratory wildlife.

37 (iii) "Wetlands" has the same meaning as in the United States  
38 Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

1 (iv) “Wildlife habitat” means the ecological communities upon  
2 which wild animals, birds, plants, fish, amphibians, and  
3 invertebrates depend for their conservation and protection.

4 ~~(6)~~

5 (4) The project does not impact cultural resources.

6 ~~(7)~~

7 (5) The roadway does not affect scenic resources, as provided  
8 pursuant to subdivision (c) of Section 21084.

9 (b) Prior to determining that a project is exempt pursuant to this  
10 section, the lead agency shall do both of the following:

11 (1) Include measures in the project to mitigate potential  
12 vehicular traffic and safety impacts and bicycle and pedestrian  
13 safety impacts.

14 (2) Hold a noticed public hearing on the project to hear and  
15 respond to public comments. The hearing on the project may be  
16 conducted with another noticed lead agency public hearing.  
17 Publication of the notice shall be no fewer times than required by  
18 Section 6061 of the Government Code, by the public agency in a  
19 newspaper of general circulation in the area.

20 (c) For purposes of this section, “roadway” means a roadway  
21 as defined pursuant to Section 530 of the Vehicle Code and the  
22 previously graded and maintained shoulder that is within a roadway  
23 right-of-way of no more than five feet from the edge of the  
24 roadway.

25 ~~(d) Whenever~~

26 *(d) (1) If a state agency determines that a project is not subject*  
27 *to this division pursuant to this section and it approves or*  
28 *determines to carry out that project, it shall file a notice with the*  
29 *Office of Planning and Research in the manner specified in*  
30 *subdivisions (b) and (c) of Section 21108.*

31 *(2) If a local agency determines that a project is not subject to*  
32 *this division pursuant to this section, section and it approves or*  
33 *determines to carry out that project, the local agency it shall file*  
34 *a notice with the Office of Planning and Research, and with the*  
35 *county clerk in the county in which the project will be located in*  
36 *the manner specified in subdivisions (b) and (c) of Section 21152.*

37 ~~(e) This section shall remain in effect only until January 1, 2020,~~  
38 ~~and as of that date is repealed, unless a later enacted statute, that~~  
39 ~~is enacted before January 1, 2020, deletes or extends that date.~~

1 SEC. 13. Division 13.6 (commencing with Section 21200) is  
2 added to the Public Resources Code, to read:

3  
4 DIVISION 13.6. ADVANCE MITIGATION PROGRAM ACT

5  
6 CHAPTER 1. GENERAL

7  
8 21200. This division shall be known, and may be cited, as the  
9 Advance Mitigation Program Act.

10 21201. (a) The purpose of this division is to improve the  
11 success and effectiveness of actions implemented to mitigate the  
12 natural resource impacts of future transportation projects by  
13 establishing the means to implement those actions well before the  
14 transportation projects are constructed. The advance identification  
15 and implementation of mitigation actions also will streamline the  
16 delivery of transportation projects by anticipating mitigation  
17 requirements for planned transportation projects and avoiding or  
18 reducing delays associated with environmental permitting. By  
19 identifying regional or statewide conservation priorities and by  
20 anticipating the impacts of planned transportation projects on a  
21 regional or statewide basis, mitigation actions can be designed to  
22 protect and restore California’s most valuable natural resources  
23 and also facilitate environmental compliance for planned  
24 transportation projects on a regional scale.

25 (b) This division is not intended to create a new environmental  
26 permitting or regulatory program or to modify existing  
27 environmental laws or regulations, nor is it expected that all  
28 mitigation requirements will be addressed for planned  
29 transportation projects. Instead, it is intended to provide a  
30 methodology with which to anticipate and fulfill the requirements  
31 of existing state and federal environmental laws that protect fish,  
32 wildlife, plant species, and other natural resources more efficiently  
33 and effectively.

34 21202. The Legislature finds and declares all of the following:

35 (a) The minimization and mitigation of environmental impacts  
36 is ordinarily handled on a project-by-project basis, usually near  
37 the end of a project’s timeline and often without guidance regarding  
38 regional or statewide conservation priorities.

39 (b) The cost of critical transportation projects often escalates  
40 because of permitting delays that occur when appropriate

1 conservation and mitigation measures cannot easily be identified  
2 and because the cost of these measures often increases between  
3 the time a project is planned and funded and the time mitigation  
4 is implemented.

5 (c) Addressing conservation and mitigation needs early in a  
6 project's timeline, during the project design and development  
7 phase, can reduce costs, allow natural resources conservation to  
8 be integrated with project siting and design, and result in the  
9 establishment of more valuable and productive habitat mitigation.

10 (d) When the Department of Transportation is able to anticipate  
11 the mitigation needs for planned transportation projects, it can  
12 meet those needs in a more timely and cost-effective way by using  
13 advance mitigation planning.

14 (e) Working with state and federal resource protection agencies,  
15 the department can identify, conserve, and, where appropriate,  
16 restore lands for mitigation of numerous projects early in the  
17 projects' timelines, thereby allowing public funds to stretch further  
18 by acquiring habitat at a lower cost and avoiding environmental  
19 permitting delays.

20 (f) Advance mitigation can provide an effective means of  
21 facilitating delivery of transportation projects while ensuring more  
22 effective natural resource conservation.

23 (g) Advance mitigation is needed to direct mitigation funding  
24 for transportation projects to agreed-upon conservation priorities  
25 and to the creation of habitat reserves and recreation areas that  
26 enhance the sustainability of human and natural systems by  
27 protecting or restoring connectivity of natural communities and  
28 the delivery of ecosystem services.

29 (h) Advance mitigation can facilitate the implementation of  
30 climate change adaptation strategies both for ecosystems and  
31 California's economy.

32 (i) Advance mitigation can enable the state to protect, restore,  
33 and recover its natural resources as it strengthens and improves  
34 its transportation systems.

35 21203. The Legislature intends to do all of the following by  
36 enacting this division:

37 (a) Facilitate delivery of transportation projects while ensuring  
38 more effective natural resource conservation.

1 (b) Develop effective strategies to improve the state’s ability to  
2 meet mounting demands for transportation improvements and to  
3 maximize conservation and other public benefits.

4 (c) Achieve conservation objectives of statewide and regional  
5 importance by coordinating local, state, and federally funded  
6 natural resource conservation efforts with mitigation actions  
7 required for impacts from transportation projects.

8 (d) Create administrative, governance, and financial incentives  
9 and mechanisms necessary to ensure that measures required to  
10 minimize or mitigate impacts from transportation projects will  
11 serve to achieve regional or statewide natural resource conservation  
12 objectives.

13

#### 14 CHAPTER 2. DEFINITIONS

15

16 21204. For purposes of this division, the following terms have  
17 the following meanings:

18 (a) “Advance mitigation” means mitigation implemented before,  
19 and in anticipation of, environmental effects of planned  
20 transportation projects.

21 (b) “Commission” means the California Transportation  
22 Commission.

23 (c) “Department” means the Department of Transportation.

24 (d) “Transportation project” means a transportation capital  
25 improvement project.

26 (e) “Planned transportation project” means a transportation  
27 project that a transportation agency has concluded is reasonably  
28 likely to be constructed within 20 years and that has been identified  
29 to the agency for purposes of this division. A planned transportation  
30 project may include, but is not limited to, a transportation project  
31 that has been proposed for approval or that has been approved.

32 (f) “Program” means the Advance Mitigation Program  
33 implemented pursuant to this division.

34 (g) “Regulatory agency” means a state or federal natural  
35 resource protection agency with regulatory authority over planned  
36 transportation projects. A regulatory agency includes, but is not  
37 limited to, the Natural Resources Agency, the Department of Fish  
38 and Wildlife, California regional water quality control boards, the  
39 United States Fish and Wildlife Service, the National Marine

1 Fisheries Service, the United States Environmental Protection  
2 Agency, and the United States Army Corps of Engineers.

3

4 CHAPTER 3. ADVANCE MITIGATION PROGRAM

5

6 21205. (a) The Advance Mitigation Program is hereby created  
7 in the department to accelerate project delivery and improve  
8 environmental outcomes of environmental mitigation for planned  
9 transportation projects.

10 (b) The program may utilize mitigation instruments, including,  
11 but not limited to, mitigation banks, in lieu of fee programs, and  
12 conservation easements as defined in Section 815.1 of the Civil  
13 Code.

14 (c) The department shall track all implemented advance  
15 mitigation projects to use as credits for environmental mitigation  
16 for state-sponsored transportation projects.

17 (d) The department may use advance mitigation credits to fulfill  
18 mitigation requirements of any environmental law for a  
19 transportation project eligible for the State Transportation  
20 Improvement Program or the State Highway Operation and  
21 Protection Program.

22 21206. No later than August 1, 2017, the department shall  
23 establish an interagency transportation advance mitigation steering  
24 committee consisting of the department and appropriate state and  
25 federal regulatory agencies to support the program so that advance  
26 mitigation can be used as required mitigation for planned  
27 transportation projects and can provide improved environmental  
28 outcomes. The committee shall advise the department of  
29 opportunities to carry out advance mitigation projects, provide the  
30 best available science, and actively participate in mitigation  
31 instrument reviews and approvals. The committee shall seek to  
32 develop streamlining opportunities, including those related to  
33 landscape scale mitigation planning and alignment of federal and  
34 state regulations and procedures related to mitigation requirements  
35 and implementation. The committee shall also provide input on  
36 crediting, using, and tracking of advance mitigation investments.

37 21207. The Advance Mitigation Fund is hereby created in the  
38 State Transportation Fund as a revolving fund. Notwithstanding  
39 Section 13340 of the Government Code, the fund shall be  
40 continuously appropriated without regard to fiscal years. The

1 moneys in the fund shall be programmed by the commission for  
2 the planning and implementation of advance mitigation projects  
3 consistent with the purposes of this chapter. After the transfer of  
4 moneys to the fund for four fiscal years pursuant to subdivision  
5 (c) of Section 2032 of the Streets and Highways Code, commencing  
6 in the 2017–18 fiscal year, the program is intended to be  
7 self-sustaining. Advance expenditures from the fund shall later be  
8 reimbursed from project funding available at the time a planned  
9 transportation project is constructed. A maximum of 5 percent of  
10 available funds may be used for administrative purposes.

11 21208. The program is intended to improve the efficiency and  
12 efficacy of mitigation only and is not intended to supplant the  
13 requirements of the California Environmental Quality Act (Division  
14 13 (commencing with Section 21000) or any other environmental  
15 law. The identification of planned transportation projects and of  
16 mitigation projects or measures for planned transportation projects  
17 under this division does not imply or require approval of those  
18 projects for purposes of the California Environmental Quality Act  
19 (Division 13 (commencing with Section 21000) or any other  
20 environmental law.

21 SEC. 14. Section 99312.1 of the Public Utilities Code is  
22 amended to read:

23 99312.1. (a) Revenues transferred to the Public Transportation  
24 Account pursuant to Sections 6051.8 and 6201.8 of the Revenue  
25 and Taxation Code are hereby continuously appropriated to the  
26 Controller for allocation as follows:

27 (a)

28 (1) Fifty percent for allocation to transportation planning  
29 agencies, county transportation commissions, and the San Diego  
30 Metropolitan Transit Development Board pursuant to Section  
31 99314.

32 (b)

33 (2) Fifty percent for allocation to transportation agencies, county  
34 transportation commissions, and the San Diego Metropolitan  
35 Transit Development Board for purposes of Section 99313.

36 (b) For purposes of this chapter, the revenues allocated pursuant  
37 to this section shall be subject to the same requirements as revenues  
38 allocated pursuant to subdivisions (b) and (c), as applicable, of  
39 Section 99312.

1 (c) *The revenues transferred to the Public Transportation*  
2 *Account that are attributable to the increase in the sales and use*  
3 *tax on diesel fuel pursuant to subdivision (b) of Section 6051.8 of*  
4 *the Revenue and Taxation Code, as adjusted pursuant to*  
5 *subdivision (c) of that section, and subdivision (b) of Section 6201.8*  
6 *of the Revenue and Taxation Code, as adjusted pursuant to*  
7 *subdivision (c) of that section, upon allocation pursuant to Sections*  
8 *99313 and 99314, shall only be expended on the following:*

9 (1) *Transit capital projects or services to maintain or repair a*  
10 *transit operator's existing transit vehicle fleet or existing transit*  
11 *facilities, including rehabilitation or modernization of existing*  
12 *vehicles or facilities.*

13 (2) *The design, acquisition, and construction of new vehicles*  
14 *or facilities that improve existing transit services.*

15 (3) *Transit services that complement local efforts for repair and*  
16 *improvement of local transportation infrastructure.*

17 (d) (1) *Prior to receiving an apportionment of funds pursuant*  
18 *to subdivision (c) from the Controller in a fiscal year, a recipient*  
19 *transit agency shall submit to the Department of Transportation*  
20 *a list of projects proposed to be funded with these funds. The list*  
21 *of projects proposed to be funded with these funds shall include*  
22 *a description and location of each proposed project, a proposed*  
23 *schedule for the project's completion, and the estimated useful life*  
24 *of the improvement. The project list shall not limit the flexibility*  
25 *of a recipient transit agency to fund projects in accordance with*  
26 *local needs and priorities so long as the projects are consistent*  
27 *with subdivision (c).*

28 (2) *The department shall report to the Controller the recipient*  
29 *transit agencies that have submitted a list of projects as described*  
30 *in this subdivision and that are therefore eligible to receive an*  
31 *apportionment of funds for the applicable fiscal year. The*  
32 *Controller, upon receipt of the report, shall apportion funds*  
33 *pursuant to Sections 99313 and 99314.*

34 (e) *For each fiscal year, each recipient transit agency receiving*  
35 *an apportionment of funds pursuant to subdivision (c) shall, upon*  
36 *expending those funds, submit documentation to the department*  
37 *that includes a description and location of each completed project,*  
38 *the amount of funds expended on the project, the completion date,*  
39 *and the estimated useful life of the improvement.*



1 (f) *The audit of transit operator finances required pursuant to*  
2 *Section 99245 shall verify that the revenues identified in*  
3 *subdivision (c) have been expended in conformance with these*  
4 *specific requirements and all other generally applicable*  
5 *requirements.*

6 SEC. 15. Section 99314.9 is added to the Public Utilities Code,  
7 to read:

8 99314.9. The Controller shall compute quarterly proposed  
9 allocations for State Transit Assistance funds available for  
10 allocation pursuant to Sections 99313 and 99314. The Controller  
11 shall publish the allocations for each eligible recipient agency,  
12 including one list applicable to revenues allocated pursuant to  
13 subdivision (c) of Section 99312.1 and another list for revenues  
14 allocated from all other revenues in the Public Transportation  
15 Account that are designated for the State Transit Assistance  
16 Program.

17 SEC. 16. Section 6051.8 of the Revenue and Taxation Code  
18 is amended to read:

19 6051.8. (a) Except as provided by Section 6357.3, in addition  
20 to the taxes imposed by this part, for the privilege of selling  
21 tangible personal property at retail a tax is hereby imposed upon  
22 all retailers at the rate of 1.75 percent of the gross receipts of any  
23 retailer from the sale of all diesel fuel, as defined in Section 60022,  
24 ~~sold at retail in this state on and after the operative date of this~~  
25 ~~subdivision.~~ *fuel.*

26 (b) *Except as provided by Section 6357.3, in addition to the*  
27 *taxes imposed by this part and by subdivision (a), for the privilege*  
28 *of selling tangible personal property at retail a tax is hereby*  
29 *imposed upon all retailers at the rate of 3.5 percent of the gross*  
30 *receipts of any retailer from the sale of all diesel fuel, as defined*  
31 *in Section 60022, sold at retail in this state. The tax imposed under*  
32 *this subdivision shall be imposed on and after the first day of the*  
33 *first calendar quarter that occurs 120 days after the effective date*  
34 *of the act adding this subdivision.*

35 ~~(b) Notwithstanding subdivision (a), for~~

36 (c) *Beginning July 1, 2019, and every third year thereafter, the*  
37 ~~2011-12 fiscal year only;~~ *State Board of Equalization shall*  
38 *recompute the rate referenced in subdivision (a) rates of the taxes*  
39 *imposed by this section. That computation shall be 1.87 percent.*  
40 *made as follows:*

1 ~~(e) Notwithstanding subdivision (a),~~  
 2 *(1) The Department of Finance shall transmit to the State Board*  
 3 *of Equalization the percentage change in the California Consumer*  
 4 *Price Index for all items from November of three calendar years*  
 5 *prior to November of the 2012–13 fiscal year only, the rate*  
 6 ~~referenced in subdivision (a) shall be 2.17 percent.~~ *prior calendar*  
 7 *year, no later than January 31, 2019, and January 31 of every*  
 8 *third year thereafter.*

9 ~~(d) Notwithstanding subdivision (a), for~~  
 10 *(2) The State Board of Equalization shall do all of the following:*  
 11 *(A) Compute an inflation adjustment factor by adding 100*  
 12 *percent to the percentage change figure that is furnished pursuant*  
 13 *to paragraph (1) and dividing the result by 100.*  
 14 *(B) Multiply the preceding tax rate per gallon by the inflation*  
 15 *adjustment factor determined in subparagraph (A) and round off*  
 16 *the resulting product to the nearest tenth of a cent.*  
 17 *(C) Make its determination of the 2013–14 fiscal year only, new*  
 18 *rate no later than March 1 of the rate referenced in subdivision*  
 19 ~~(a) shall be 1.94 percent.~~ *same year as the effective date of the new*  
 20 *rate.*

21 ~~(e)~~  
 22 *(d) Notwithstanding subdivision (b) of Section 7102, all of the*  
 23 *revenues, less refunds, collected pursuant to this section shall be*  
 24 *estimated by the State Board of Equalization, with the concurrence*  
 25 *of the Department of Finance, and transferred quarterly to the*  
 26 *Public Transportation Account in the State Transportation Fund*  
 27 *for allocation pursuant to Section 99312.1 of the Public Utilities*  
 28 *Code.*

29 ~~(f) Subdivisions (a) to (e), inclusive, shall become operative on~~  
 30 ~~July 1, 2011.~~

31 SEC. 17. Section 6201.8 of the Revenue and Taxation Code  
 32 is amended to read:

33 6201.8. (a) Except as provided by Section 6357.3, in addition  
 34 to the taxes imposed by this part, an excise tax is hereby imposed  
 35 on the storage, use, or other consumption in this state of diesel  
 36 fuel, as defined in Section 60022, at the rate of 1.75 percent of the  
 37 sales price of the diesel fuel on and after the operative date of this  
 38 subdivision: *fuel.*

39 ~~(b) Notwithstanding subdivision (a), for~~

1 (b) Except as provided by Section 6357.3, in addition to the  
2 taxes imposed by this part and by subdivision (a), an excise tax is  
3 hereby imposed on the storage, use, or other consumption in this  
4 state of diesel fuel, as defined in Section 60022, at the rate of 3.5  
5 percent of the sales price of the diesel fuel. The tax imposed under  
6 this subdivision shall be imposed on and after the first day of the  
7 first calendar quarter that occurs 120 days after the effective date  
8 of the act adding this subdivision.

9 (c) Beginning July 1, 2019, and every third year thereafter, the  
10 ~~2011-12 fiscal year only~~, State Board of Equalization shall  
11 recompute the rate referenced in subdivision (a) rates of the taxes  
12 imposed by this section. That computation shall be ~~1.87 percent~~.  
13 made as follows:

14 ~~(e) Notwithstanding subdivision (a),~~

15 (1) The Department of Finance shall transmit to the State Board  
16 of Equalization the percentage change in the California Consumer  
17 Price Index for all items from November of three calendar years  
18 prior to November of the ~~2012-13 fiscal year only~~, the rate  
19 referenced in subdivision (a) shall be ~~2.17 percent~~. prior calendar  
20 year, no later than January 31, 2019, and January 31 of every  
21 third year thereafter.

22 ~~(d) Notwithstanding subdivision (a), for~~

23 (2) The State Board of Equalization shall do all of the following:

24 (A) Compute an inflation adjustment factor by adding 100  
25 percent to the percentage change figure that is furnished pursuant  
26 to paragraph (1) and dividing the result by 100.

27 (B) Multiply the preceding tax rate per gallon by the inflation  
28 adjustment factor determined in subparagraph (A) and round off  
29 the resulting product to the nearest tenth of a cent.

30 (C) Make its determination of the ~~2013-14 fiscal year only~~, new  
31 rate no later than March 1 of the rate referenced in subdivision  
32 (a) shall be ~~1.94 percent~~. same year as the effective date of the new  
33 rate.

34 ~~(e)~~

35 (d) Notwithstanding subdivision (b) of Section 7102, all of the  
36 revenues, less refunds, collected pursuant to this section shall be  
37 estimated by the State Board of Equalization, with the concurrence  
38 of the Department of Finance, and transferred quarterly to the  
39 Public Transportation Account in the State Transportation Fund

1 for allocation pursuant to Section 99312.1 of the Public Utilities  
2 Code.

3 ~~(f) Subdivisions (a) to (e), inclusive, shall become operative on~~  
4 ~~July 1, 2011.~~

5 SEC. 18. Section 7360 of the Revenue and Taxation Code is  
6 amended to read:

7 7360. (a) (1) (A) A tax of eighteen cents (\$0.18) is hereby  
8 imposed upon each gallon of fuel subject to the tax in Sections  
9 7362, 7363, and 7364.

10 (B) *In addition to the tax imposed pursuant to subparagraph*  
11 *(A), on and after the first day of the first calendar quarter that*  
12 *occurs 90 days after the effective date of the act adding this*  
13 *subparagraph, a tax of twelve cents (\$0.12) is hereby imposed*  
14 *upon each gallon of fuel, other than aviation gasoline, subject to*  
15 *the tax in Sections 7362, 7363, and 7364.*

16 (2) If the federal fuel tax is reduced below the rate of nine cents  
17 (\$0.09) per gallon and federal financial allocations to this state for  
18 highway and exclusive public mass transit guideway purposes are  
19 reduced or eliminated correspondingly, the tax rate imposed by  
20 *subparagraph (A) of paragraph (1), on and after the date of the*  
21 *reduction, shall be recalculated by an amount so that the combined*  
22 *state rate under subparagraph (A) of paragraph (1) and the federal*  
23 *tax rate per gallon equal twenty-seven cents (\$0.27).*

24 (3) If any person or entity is exempt or partially exempt from  
25 the federal fuel tax at the time of a reduction, the person or entity  
26 shall continue to be so exempt under this section.

27 (b) ~~(1)~~ On and after July 1, 2010, in addition to the tax imposed  
28 by subdivision (a), a tax is hereby imposed upon each gallon of  
29 motor vehicle fuel, other than aviation gasoline, subject to the tax  
30 in Sections 7362, 7363, and 7364 in an amount equal to seventeen  
31 and three-tenths cents (\$0.173) per gallon.

32 ~~(2) For the 2011–12 fiscal year~~

33 (c) *Beginning July 1, 2019, and each fiscal every third year*  
34 *thereafter, the board shall, on or before March 1 State Board of*  
35 *the fiscal year immediately preceding the applicable fiscal year,*  
36 *adjust the rate in paragraph (1) in that manner as to generate an*  
37 *amount Equalization shall recompute the rates of revenue that*  
38 *will equal the amount of revenue loss attributable to the exemption*  
39 *provided taxes imposed by Section 6357.7, based on estimates*  
40 *made by the board, and that rate this section. That computation*

1 shall be ~~effective during the state's next fiscal year.~~ *made as*  
 2 *follows:*

3 ~~(3) In order to maintain revenue neutrality for each year,~~  
 4 ~~beginning with~~

5 *(1) The Department of Finance shall transmit to the State Board*  
 6 *of Equalization the percentage change in the California Consumer*  
 7 *Price Index for all items from November of three calendar years*  
 8 *prior to November of the prior calendar year, no later than January*  
 9 *31, 2019, and January 31 of every third year thereafter.*

10 *(2) The State Board of Equalization shall do all of the following:*

11 *(A) Compute an inflation adjustment factor by adding 100*  
 12 *percent to the percentage change figure that is furnished pursuant*  
 13 *to paragraph (1) and dividing the result by 100.*

14 ~~*(B) Multiply the preceding tax rate adjustment on or before*~~  
 15 ~~*March 1, 2012, the adjustment under paragraph (2) shall also take*~~  
 16 ~~*into account the extent to which the actual amount of revenues*~~  
 17 ~~*derived pursuant to this subdivision and, as applicable, Section*~~  
 18 ~~*7361.1, the revenue loss attributable to the exemption provided*~~  
 19 ~~*per gallon by Section 6357.7 resulted the inflation adjustment*~~  
 20 ~~*factor determined in a net revenue gain or loss for subparagraph*~~  
 21 ~~*(A) and round off the fiscal year ending prior resulting product to*~~  
 22 ~~*the rate adjustment date on or before March 1, nearest tenth of a*~~  
 23 ~~*cent.*~~

24 ~~*(4) The intent*~~

25 ~~*(C) Make its determination of paragraphs (2) and (3) is to ensure*~~  
 26 ~~*that the act adding this subdivision and Section 6357.7 does not*~~  
 27 ~~*produce a net revenue gain in state taxes. new rate no later than*~~  
 28 ~~*March 1 of the same year as the effective date of the new rate.*~~

29 SEC. 19. Section 8352.4 of the Revenue and Taxation Code  
 30 is amended to read:

31 8352.4. (a) Subject to Sections 8352 and 8352.1, and except  
 32 as otherwise provided in subdivision (b), there shall be transferred  
 33 from the money deposited to the credit of the Motor Vehicle Fuel  
 34 Account to the Harbors and Watercraft Revolving Fund, for  
 35 expenditure in accordance with Division 1 (commencing with  
 36 Section 30) of the Harbors and Navigation Code, the sum of six  
 37 million six hundred thousand dollars (\$6,600,000) per annum,  
 38 representing the amount of money in the Motor Vehicle Fuel  
 39 Account attributable to taxes imposed on distributions of motor  
 40 vehicle fuel used or usable in propelling vessels. The actual amount

1 shall be calculated using the annual reports of registered boats  
2 prepared by the Department of Motor Vehicles for the United  
3 States Coast Guard and the formula and method of the December  
4 1972 report prepared for this purpose and submitted to the  
5 Legislature on December 26, 1972, by the Director of  
6 Transportation. If the amount transferred during each fiscal year  
7 is in excess of the calculated amount, the excess shall be  
8 retransferred from the Harbors and Watercraft Revolving Fund to  
9 the Motor Vehicle Fuel Account. If the amount transferred is less  
10 than the amount calculated, the difference shall be transferred from  
11 the Motor Vehicle Fuel Account to the Harbors and Watercraft  
12 Revolving Fund. No adjustment shall be made if the computed  
13 difference is less than fifty thousand dollars (\$50,000), and the  
14 amount shall be adjusted to reflect any temporary or permanent  
15 increase or decrease that may be made in the rate under the Motor  
16 Vehicle Fuel Tax Law. Payments pursuant to this section shall be  
17 made prior to payments pursuant to Section 8352.2.

18 (b) Commencing July 1, ~~2012~~, 2017, the revenues attributable  
19 to the taxes imposed pursuant to subdivision (b) of Section 7360  
20 and Section 7361.1 and otherwise to be deposited in the Harbors  
21 and Watercraft Revolving Fund pursuant to subdivision (a) shall  
22 instead be transferred to the ~~General Fund~~. The revenues  
23 ~~attributable to the taxes imposed~~ *Highway Users Tax Account for*  
24 *distribution* pursuant to ~~subdivision (b) of Section 7360 and Section~~  
25 ~~7361.1 that were deposited in 2103.1 of the Harbors Streets and~~  
26 ~~Watercraft Revolving Fund in the 2010-11 and 2011-12 fiscal~~  
27 ~~years shall be transferred to the General Fund.~~ *Highways Code.*

28 SEC. 20. Section 8352.5 of the Revenue and Taxation Code  
29 is amended to read:

30 8352.5. (a) (1) Subject to Sections 8352 and 8352.1, and  
31 except as otherwise provided in subdivision (b), there shall be  
32 transferred from the money deposited to the credit of the Motor  
33 Vehicle Fuel Account to the Department of Food and Agriculture  
34 Fund, during the second quarter of each fiscal year, an amount  
35 equal to the estimate contained in the most recent report prepared  
36 pursuant to this section.

37 (2) The amounts are not subject to Section 6357 with respect  
38 to the collection of sales and use taxes thereon, and represent the  
39 portion of receipts in the Motor Vehicle Fuel Account during a  
40 calendar year that were attributable to agricultural off-highway

1 use of motor vehicle fuel which is subject to refund pursuant to  
2 Section 8101, less gross refunds allowed by the Controller during  
3 the fiscal year ending June 30<sup>th</sup> 30 following the calendar year to  
4 persons entitled to refunds for agricultural off-highway use  
5 pursuant to Section 8101. Payments pursuant to this section shall  
6 be made prior to payments pursuant to Section 8352.2.

7 (b) Commencing July 1, ~~2012~~, 2017, the revenues attributable  
8 to the taxes imposed pursuant to subdivision (b) of Section 7360  
9 and Section 7361.1 and otherwise to be deposited in the  
10 Department of Food and Agriculture Fund pursuant to subdivision  
11 (a) shall instead be transferred to the ~~General Fund~~. The revenues  
12 ~~attributable to the taxes imposed~~ *Highway Users Tax Account for*  
13 *distribution* pursuant to ~~subdivision (b) of Section 7360 and Section~~  
14 ~~7361.1 that were deposited in the Department 2103.1 of Food and~~  
15 ~~Agriculture Fund in the 2010-11 Streets and 2011-12 fiscal years~~  
16 ~~shall be transferred to the General Fund.~~ *Highways Code.*

17 (c) On or before September 30, 2012, and on or before  
18 September 30 of each even-numbered year thereafter, the Director  
19 of Transportation and the Director of Food and Agriculture shall  
20 jointly prepare, or cause to be prepared, a report setting forth the  
21 current estimate of the amount of money in the Motor Vehicle  
22 Fuel Account attributable to agricultural off-highway use of motor  
23 vehicle fuel, which is subject to refund pursuant to Section 8101  
24 less gross refunds allowed by the Controller to persons entitled to  
25 refunds for agricultural off-highway use pursuant to Section 8101;  
26 and they shall submit a copy of the report to the Legislature.

27 SEC. 21. Section 8352.6 of the Revenue and Taxation Code  
28 is amended to read:

29 8352.6. (a) (1) Subject to Section 8352.1, and except as  
30 otherwise provided in paragraphs (2) and (3), on the first day of  
31 every month, there shall be transferred from moneys deposited to  
32 the credit of the Motor Vehicle Fuel Account to the Off-Highway  
33 Vehicle Trust Fund created by Section 38225 of the Vehicle Code  
34 an amount attributable to taxes imposed upon distributions of motor  
35 vehicle fuel used in the operation of motor vehicles off highway  
36 and for which a refund has not been claimed. Transfers made  
37 pursuant to this section shall be made prior to transfers pursuant  
38 to Section 8352.2.

39 (2) Commencing July 1, ~~2012~~, 2017, the revenues attributable  
40 to the taxes imposed pursuant to subdivision (b) of Section 7360

1 and Section 7361.1 and otherwise to be deposited in the  
2 Off-Highway Vehicle Trust Fund pursuant to paragraph (1) shall  
3 instead be transferred to the ~~General Fund~~. The revenues  
4 ~~attributable to the taxes imposed~~ *Highway Users Tax Account for*  
5 *distribution* pursuant to subdivision (b) of Section 7360 and Section  
6 7361.1 that were deposited in 2103.1 of the ~~Off-Highway Vehicle~~  
7 ~~Trust Fund in the 2010–11 Streets and 2011–12 fiscal years shall~~  
8 ~~be transferred to the General Fund~~. *Highways Code*.

9 (3) The Controller shall withhold eight hundred thirty-three  
10 thousand dollars (\$833,000) from the monthly transfer to the  
11 Off-Highway Vehicle Trust Fund pursuant to paragraph (1), and  
12 transfer that amount to the General Fund.

13 (b) The amount transferred to the Off-Highway Vehicle Trust  
14 Fund pursuant to paragraph (1) of subdivision (a), as a percentage  
15 of the Motor Vehicle Fuel Account, shall be equal to the percentage  
16 transferred in the 2006–07 fiscal year. Every five years, starting  
17 in the 2013–14 fiscal year, the percentage transferred may be  
18 adjusted by the Department of Transportation in cooperation with  
19 the Department of Parks and Recreation and the Department of  
20 Motor Vehicles. Adjustments shall be based on, but not limited  
21 to, the changes in the following factors since the 2006–07 fiscal  
22 year or the last adjustment, whichever is more recent:

23 (1) The number of vehicles registered as off-highway motor  
24 vehicles as required by Division 16.5 (commencing with Section  
25 38000) of the Vehicle Code.

26 (2) The number of registered street-legal vehicles that are  
27 anticipated to be used off highway, including four-wheel drive  
28 vehicles, all-wheel drive vehicles, and dual-sport motorcycles.

29 (3) Attendance at the state vehicular recreation areas.

30 (4) Off-highway recreation use on federal lands as indicated by  
31 the United States Forest Service’s National Visitor Use Monitoring  
32 and the United States Bureau of Land Management’s Recreation  
33 Management Information System.

34 (c) It is the intent of the Legislature that transfers from the Motor  
35 Vehicle Fuel Account to the Off-Highway Vehicle Trust Fund  
36 should reflect the full range of motorized vehicle use off highway  
37 for both motorized recreation and motorized off-road access to  
38 other recreation opportunities. Therefore, the Legislature finds that  
39 the fuel tax baseline established in subdivision (b), attributable to  
40 off-highway estimates of use as of the 2006–07 fiscal year,



1 accounts for the three categories of vehicles that have been found  
2 over the years to be users of fuel for off-highway motorized  
3 recreation or motorized access to nonmotorized recreational  
4 pursuits. These three categories are registered off-highway  
5 motorized vehicles, registered street-legal motorized vehicles used  
6 off highway, and unregistered off-highway motorized vehicles.

7 (d) It is the intent of the Legislature that the off-highway motor  
8 vehicle recreational use to be determined by the Department of  
9 Transportation pursuant to paragraph (2) of subdivision (b) be that  
10 usage by vehicles subject to registration under Division 3  
11 (commencing with Section 4000) of the Vehicle Code, for  
12 recreation or the pursuit of recreation on surfaces where the use  
13 of vehicles registered under Division 16.5 (commencing with  
14 Section 38000) of the Vehicle Code may occur.

15 (e) In the 2014–15 fiscal year, the Department of Transportation,  
16 in consultation with the Department of Parks and Recreation and  
17 the Department of Motor Vehicles, shall undertake a study to  
18 determine the appropriate adjustment to the amount transferred  
19 pursuant to subdivision (b) and to update the estimate of the amount  
20 attributable to taxes imposed upon distributions of motor vehicle  
21 fuel used in the operation of motor vehicles off highway and for  
22 which a refund has not been claimed. The department shall provide  
23 a copy of this study to the Legislature no later than January 1,  
24 2016.

25 SEC. 22. Section 60050 of the Revenue and Taxation Code is  
26 amended to read:

27 60050. (a) (1) A tax of ~~eighteen~~ *thirteen* cents (~~-\$0.18~~) (*\$0.13*)  
28 is hereby imposed upon each gallon of diesel fuel subject to the  
29 tax in Sections 60051, 60052, and 60058.

30 (2) If the federal fuel tax is reduced below the rate of fifteen  
31 cents (\$0.15) per gallon and federal financial allocations to this  
32 state for highway and exclusive public mass transit guideway  
33 purposes are reduced or eliminated correspondingly, the tax rate  
34 imposed by paragraph (1), ~~including any reduction or adjustment~~  
35 ~~pursuant to subdivision (b), on and after the date of the reduction,~~  
36 *(1)* shall be increased by an amount so that the combined state rate  
37 under paragraph (1) and the federal tax rate per gallon equal what  
38 it would have been in the absence of the federal reduction.

1 (3) If any person or entity is exempt or partially exempt from  
2 the federal fuel tax at the time of a reduction, the person or entity  
3 shall continue to be exempt under this section.

4 ~~(b) (1) On July 1, 2011, the tax rate specified in paragraph (1)~~  
5 ~~of subdivision (a) shall be reduced to thirteen cents (\$0.13) and~~  
6 ~~every July 1 thereafter shall be adjusted pursuant to paragraphs~~  
7 ~~(2) and (3).~~

8 ~~(2) For the 2012–13 fiscal year and each fiscal year thereafter,~~  
9 ~~the board shall, on or before March 1 of the fiscal year immediately~~  
10 ~~preceding the applicable fiscal year, adjust the rate reduction in~~  
11 ~~paragraph (1) in that manner as to result in a revenue loss~~  
12 ~~attributable to paragraph (1) that will equal the amount of revenue~~  
13 ~~gain attributable to Sections 6051.8 and 6201.8, based on estimates~~  
14 ~~made by the board, and that rate shall be effective during the state’s~~  
15 ~~next fiscal year.~~

16 ~~(3) In order to maintain revenue neutrality for each year,~~  
17 ~~beginning with the rate adjustment on or before March 1, 2013,~~  
18 ~~the adjustment under paragraph (2) shall take into account the~~  
19 ~~extent to which the actual amount of revenues derived pursuant to~~  
20 ~~Sections 6051.8 and 6201.8 and the revenue loss attributable to~~  
21 ~~this subdivision resulted in a net revenue gain or loss for the fiscal~~  
22 ~~year ending prior to the rate adjustment date on or before March~~  
23 ~~1.~~

24 ~~(4) The intent of paragraphs (2) and (3) is to ensure that the act~~  
25 ~~adding this subdivision and Sections 6051.8 and 6201.8 does not~~  
26 ~~produce a net revenue gain in state taxes.~~

27 *(b) In addition to the tax imposed pursuant to subdivision (a),*  
28 *on and after the first day of the first calendar quarter that occurs*  
29 *120 days after the effective date of the act amending this*  
30 *subdivision in the 2017–18 Regular Session, an additional tax of*  
31 *twenty cents (\$0.20) is hereby imposed upon each gallon of diesel*  
32 *fuel subject to the tax in Sections 60051, 60052, and 60058.*

33 *(c) Beginning July 1, 2019, and every third year thereafter, the*  
34 *State Board of Equalization shall recompute the rates of the taxes*  
35 *imposed by this section. That computation shall be made as*  
36 *follows:*

37 *(1) The Department of Finance shall transmit to the State Board*  
38 *of Equalization the percentage change in the California Consumer*  
39 *Price Index for all items from November of three calendar years*

1 prior to November of the prior calendar year, no later than January  
2 31, 2019, and January 31 of every third year thereafter.

3 (2) The State Board of Equalization shall do all of the following:

4 (A) Compute an inflation adjustment factor by adding 100  
5 percent to the percentage change figure that is furnished pursuant  
6 to paragraph (1) and dividing the result by 100.

7 (B) Multiply the preceding tax rate per gallon by the inflation  
8 adjustment factor determined in subparagraph (A) and round off  
9 the resulting product to the nearest tenth of a cent.

10 (C) Make its determination of the new rate no later than March  
11 1 of the same year as the effective date of the new rate.

12 SEC. 23. Section 183.1 of the Streets and Highways Code is  
13 amended to read:

14 183.1. ~~(a) Notwithstanding subdivision (a) of Except as~~  
15 ~~otherwise provided in Section 182 or any other provision 54237.7~~  
16 ~~of law, the Government Code, money deposited into the account~~  
17 ~~that is not subject to Article XIX of the California Constitution,~~  
18 ~~including, but not limited to, money that is derived from the sale~~  
19 ~~of documents, charges for miscellaneous services to the public,~~  
20 ~~condemnation deposits fund investments, rental of state property,~~  
21 ~~or any other miscellaneous uses of property or money, may shall~~  
22 ~~be used for any transportation purpose authorized by statute, upon~~  
23 ~~appropriation by deposited in the Legislature or, after transfer Road~~  
24 ~~Maintenance and Rehabilitation Account created pursuant to~~  
25 ~~another fund, upon appropriation by the Legislature from that fund.~~  
26 ~~Section 2031.~~

27 ~~(b) Commencing with the 2013-14 fiscal year, and not later~~  
28 ~~than November 1 of each fiscal year thereafter, based on prior year~~  
29 ~~financial statements, the Controller shall transfer the funds~~  
30 ~~identified in subdivision (a) for the prior fiscal year from the State~~  
31 ~~Highway Account to the Transportation Debt Service Fund in the~~  
32 ~~State Transportation Fund, and those funds are continuously~~  
33 ~~appropriated for the purposes specified for the Transportation Debt~~  
34 ~~Service Fund.~~

35 SEC. 24. Section 820.1 is added to the Streets and Highways  
36 Code, to read:

37 820.1. (a) The State of California consents to the jurisdiction  
38 of the federal courts with regard to the compliance, discharge, or  
39 enforcement of the responsibilities assumed by the department

1 pursuant to Sections 326 and 327(a) of Title 23 of the United States  
2 Code.

3 (b) In any action brought pursuant to the federal laws described  
4 in subdivision (a), no immunity from suit may be asserted by the  
5 department pursuant to the Eleventh Amendment to the United  
6 States Constitution, and any immunity is hereby waived.

7 (c) The department shall not delegate any of its responsibilities  
8 assumed pursuant to the federal laws described in subdivision (a)  
9 to any political subdivision of the state or its instrumentalities.

10 (d) Nothing in this section affects the obligation of the  
11 department to comply with state and federal law.

12 SEC. 25. Chapter 2 (commencing with Section 2030) is added  
13 to Division 3 of the Streets and Highways Code, to read:

14

15 CHAPTER 2. ROAD MAINTENANCE AND REHABILITATION  
16 PROGRAM

17

18 2030. (a) The Road Maintenance and Rehabilitation Program  
19 is hereby created to address deferred maintenance on the state  
20 highway system and the local street and road system. Funds made  
21 available by the program shall be prioritized for expenditure on  
22 basic road maintenance and road rehabilitation projects, and on  
23 critical safety projects. For funds appropriated pursuant to  
24 paragraph (1) of subdivision (d) of Section 2032, the California  
25 Transportation Commission shall adopt performance criteria,  
26 consistent with the asset management plan required pursuant to  
27 14526.4 of the Government Code, to ensure efficient use of the  
28 funds available for these purposes in the program.

29 (b) (1) Funds made available by the program shall be used for  
30 projects that include, but are not limited to, the following:

31 (A) Road maintenance and rehabilitation.

32 (B) Safety projects.

33 (C) Railroad grade separations.

34 (D) Complete street components, including active transportation  
35 purposes, pedestrian and bicycle safety projects, transit facilities,  
36 and drainage and stormwater capture projects in conjunction with  
37 any other allowable project.

38 (E) Traffic control devices.

1 (2) Funds made available by the program may also be used to  
2 satisfy a match requirement in order to obtain state or federal funds  
3 for projects authorized by this subdivision.

4 2031. The following revenues shall be deposited in the Road  
5 Maintenance and Rehabilitation Account, which is hereby created  
6 in the State Transportation Fund:

7 (a) The portion of the revenues in the Highway Users Tax  
8 Account attributable to the increase in the motor vehicle fuel excise  
9 tax pursuant to subparagraph (B) of paragraph (1) of subdivision  
10 (a) of Section 7360 of the Revenue and Taxation Code, as adjusted  
11 pursuant to subdivision (c) of that section.

12 (b) The revenues from the increase in the vehicle registration  
13 fee pursuant to Section 9250.3 of the Vehicle Code, as adjusted  
14 pursuant to subdivision (b) of that section.

15 (c) The revenues from the increase in the vehicle registration  
16 fee pursuant to Section 9250.6 of the Vehicle Code, as adjusted  
17 pursuant to subdivision (b) of that section.

18 (d) The revenues deposited in the account pursuant to Section  
19 183.1 of the Streets and Highways Code.

20 (e) Any other revenues designated for the program.

21 2031.5. Each fiscal year the annual Budget Act shall contain  
22 an appropriation from the Road Maintenance and Rehabilitation  
23 Account to the Controller for the costs of carrying out his or her  
24 duties pursuant to this chapter and to the California Transportation  
25 Commission for the costs of carrying out its duties pursuant to this  
26 chapter and Section 14526.7 of the Government Code.

27 2032. (a) (1) After deducting the amounts appropriated in the  
28 annual Budget Act, as provided in Section 2031.5, two hundred  
29 million dollars (\$200,000,000) of the remaining revenues deposited  
30 in the Road Maintenance and Rehabilitation Account shall be set  
31 aside annually for counties that have sought and received voter  
32 approval of taxes or that have imposed fees, including uniform  
33 developer fees as defined by subdivision (b) of Section 8879.67  
34 of the Government Code, which taxes or fees are dedicated solely  
35 to transportation improvements. The Controller shall each month  
36 set aside one-twelfth of this amount, to accumulate a total of two  
37 hundred million dollars (\$200,000,000) in each fiscal year.

38 (2) Notwithstanding Section 13340 of the Government Code,  
39 the funds available under this subdivision in each fiscal year are  
40 hereby continuously appropriated for allocation to each eligible

1 county and each city in the county for road maintenance and  
2 rehabilitation purposes pursuant to Section 2033.

3 (b) (1) After deducting the amounts appropriated in the annual  
4 Budget Act pursuant to Section 2031.5 and the amount allocated  
5 in subdivision (a), beginning in the 2017–18 fiscal year, eighty  
6 million dollars (\$80,000,000) of the remaining revenues shall be  
7 transferred annually to the State Highway Account for expenditure,  
8 upon appropriation by the Legislature, on the Active Transportation  
9 Program created pursuant to Chapter 8 (commencing with Section  
10 2380) of Division 3 to be allocated by the California Transportation  
11 Commission pursuant to Section 2381.

12 (2) In addition to the funds transferred in paragraph (1), the  
13 department shall annually identify savings achieved through  
14 efficiencies implemented at the department. The department,  
15 through the annual budget process, shall propose, from the  
16 identified savings, an appropriation to be included in the annual  
17 Budget Act of up to seventy million dollars (\$70,000,000), but not  
18 to exceed the total annual identified savings, from the State  
19 Highway Account for expenditure on the Active Transportation  
20 Program.

21 (c) After deducting the amounts appropriated in the annual  
22 Budget Act pursuant to Section 2031.5, the amount allocated in  
23 subdivision (a) and the amount transferred in paragraph (1) of  
24 subdivision (b), in the 2017–18, 2018–19, 2019–20, and 2020–21  
25 fiscal years, the sum of thirty million dollars (\$30,000,000) in each  
26 fiscal year from the remaining revenues shall be transferred to the  
27 Advance Mitigation Fund in the State Transportation Fund created  
28 pursuant to Section 21207 of the Public Resources Code.

29 (d) After deducting the amounts appropriated in the annual  
30 Budget Act pursuant to Section 2031.5, the amount allocated in  
31 subdivision (a), and the amounts transferred in paragraph (1) of  
32 subdivision (b) and in subdivision (c), beginning in the 2017–18  
33 fiscal year and each fiscal year thereafter, and notwithstanding  
34 Section 13340 of the Government Code, there is hereby  
35 continuously appropriated to the California State University the  
36 sum of two million dollars (\$2,000,000) from the remaining  
37 revenues for the purpose of conducting transportation research and  
38 transportation-related workforce education, training, and  
39 development, and to the institutes for transportation studies at the  
40 University of California the sum of three million dollars

1 (\$3,000,000). Prior to the start of each fiscal year, the chairs of the  
2 Assembly Committee on Transportation and the Senate Committee  
3 on Transportation and Housing shall confer and set out a  
4 recommended priority list of research components to be addressed  
5 in the upcoming fiscal year.

6 (e) Notwithstanding Section 13340 of the Government Code,  
7 the balance of the revenues deposited in the Road Maintenance  
8 and Rehabilitation Account are hereby continuously appropriated  
9 as follows:

10 (1) Fifty percent for allocation to the department for maintenance  
11 of the state highway system or for purposes of the state highway  
12 operation and protection program.

13 (2) Fifty percent for apportionment to cities and counties by the  
14 Controller pursuant to the formula in clauses (i) and (ii) of  
15 subparagraph (C) of paragraph (3) of subdivision (a) of Section  
16 2103 for the purposes authorized by this chapter.

17 2033. (a) On or before July 1, 2017, the commission, in  
18 cooperation with the department, transportation planning agencies,  
19 county transportation commissions, and other local agencies, shall  
20 develop guidelines for the allocation of funds pursuant to  
21 subdivision (a) of Section 2032.

22 (b) The guidelines shall be the complete and full statement of  
23 the policy, standards, and criteria that the commission intends to  
24 use to determine how these funds will be allocated.

25 (c) The commission may amend the adopted guidelines after  
26 conducting at least one public hearing.

27 2034. (a) (1) Prior to receiving an apportionment of funds  
28 under the program pursuant to paragraph (2) of subdivision (e) of  
29 Section 2032 from the Controller in a fiscal year, an eligible city  
30 or county shall submit to the commission a list of projects proposed  
31 to be funded with these funds pursuant to an adopted city or county  
32 budget. All projects proposed to receive funding shall be included  
33 in a city or county budget that is adopted by the applicable city  
34 council or county board of supervisors at a regular public meeting.  
35 The list of projects proposed to be funded with these funds shall  
36 include a description and the location of each proposed project, a  
37 proposed schedule for the project's completion, and the estimated  
38 useful life of the improvement. The project list shall not limit the  
39 flexibility of an eligible city or county to fund projects in

1 accordance with local needs and priorities so long as the projects  
2 are consistent with subdivision (b) of Section 2030.

3 (2) The commission shall report to the Controller the cities and  
4 counties that have submitted a list of projects as described in this  
5 subdivision and that are therefore eligible to receive an  
6 apportionment of funds under the program for the applicable fiscal  
7 year. The Controller, upon receipt of the report, shall apportion  
8 funds to eligible cities and counties.

9 (b) For each fiscal year, each city or county receiving an  
10 apportionment of funds shall, upon expending program funds,  
11 submit documentation to the commission that includes a description  
12 and location of each completed project, the amount of funds  
13 expended on the project, the completion date, and the estimated  
14 useful life of the improvement.

15 2036. (a) Cities and counties shall maintain their existing  
16 commitment of local funds for street, road, and highway purposes  
17 in order to remain eligible for an allocation or apportionment of  
18 funds pursuant to Section 2032.

19 (b) In order to receive an allocation or apportionment pursuant  
20 to Section 2032, the city or county shall annually expend from its  
21 general fund for street, road, and highway purposes an amount not  
22 less than the annual average of its expenditures from its general  
23 fund during the 2009–10, 2010–11, and 2011–12 fiscal years, as  
24 reported to the Controller pursuant to Section 2151. For purposes  
25 of this subdivision, in calculating a city’s or county’s annual  
26 general fund expenditures and its average general fund expenditures  
27 for the 2009–10, 2010–11, and 2011–12 fiscal years, any  
28 unrestricted funds that the city or county may expend at its  
29 discretion, including vehicle in-lieu tax revenues and revenues  
30 from fines and forfeitures, expended for street, road, and highway  
31 purposes shall be considered expenditures from the general fund.  
32 One-time allocations that have been expended for street and  
33 highway purposes, but which may not be available on an ongoing  
34 basis, including revenue provided under the Teeter Plan Bond Law  
35 of 1994 (Chapter 6.6 (commencing with Section 54773) of Part 1  
36 of Division 2 of Title 5 of the Government Code), may not be  
37 considered when calculating a city’s or county’s annual general  
38 fund expenditures.

39 (c) For any city incorporated after July 1, 2009, the Controller  
40 shall calculate an annual average expenditure for the period



1 between July 1, 2009, and December 31, 2015, inclusive, that the  
2 city was incorporated.

3 (d) For purposes of subdivision (b), the Controller may request  
4 fiscal data from cities and counties in addition to data provided  
5 pursuant to Section 2151, for the 2009–10, 2010–11, and 2011–12  
6 fiscal years. Each city and county shall furnish the data to the  
7 Controller not later than 120 days after receiving the request. The  
8 Controller may withhold payment to cities and counties that do  
9 not comply with the request for information or that provide  
10 incomplete data.

11 (e) The Controller may perform audits to ensure compliance  
12 with subdivision (b) when deemed necessary. Any city or county  
13 that has not complied with subdivision (b) shall reimburse the state  
14 for the funds it received during that fiscal year. Any funds withheld  
15 or returned as a result of a failure to comply with subdivision (b)  
16 shall be reapportioned to the other cities and counties whose  
17 expenditures are in compliance.

18 (f) If a city or county fails to comply with the requirements of  
19 subdivision (b) in a particular fiscal year, the city or county may  
20 expend during that fiscal year and the following fiscal year a total  
21 amount that is not less than the total amount required to be  
22 expended for those fiscal years for purposes of complying with  
23 subdivision (b).

24 2037. A city or county may spend its apportionment of funds  
25 under the program on transportation priorities other than those  
26 allowable pursuant to this chapter if the city's or county's average  
27 Pavement Condition Index meets or exceeds 80.

28 2038. (a) The department and local agencies, as a condition  
29 of receiving funds from the program, shall adopt and implement  
30 a program designed to promote and advance construction  
31 employment and training opportunities through preapprenticeship  
32 opportunities, either by the public agency itself or through  
33 contractors engaged by the public agencies to do work funded in  
34 whole or in part by funds made available by the program.

35 (b) The department and local agencies, as a condition of  
36 receiving funds from the program, shall ensure the involvement  
37 of the California Conservation Corps and certified community  
38 conservation corps in the delivery of projects and services funded  
39 in whole or in part by funds made available by the program.

1 SEC. 26. Section 2103.1 is added to the Streets and Highways  
2 Code, to read:

3 2103.1. (a) Notwithstanding Section 2103, the revenues  
4 transferred to the Highway Users Tax Account pursuant to Sections  
5 8352.4, 8352.5, and 8352.6 of the Revenue and Taxation Code  
6 shall be distributed pursuant to the formula in paragraph (3) of  
7 subdivision (a) of Section 2103.

8 (b) Notwithstanding subdivision (b) of Section 2103, the portion  
9 of revenues in the Highway Users Tax Account attributable to the  
10 increase in the motor vehicle fuel excise tax pursuant to  
11 subparagraph (B) of paragraph (1) of subdivision (a) of Section  
12 7360 of the Revenue and Taxation Code, as adjusted pursuant to  
13 subdivision (c) of that section, shall be transferred to the Road  
14 Maintenance and Rehabilitation Account pursuant to Section 2031.

15 (c) Notwithstanding subdivision (b) of Section 2103, the portion  
16 of revenues in the Highway Users Tax Account attributable to the  
17 increase in the diesel fuel excise tax pursuant to subdivision (b)  
18 of Section 60050 of the Revenue and Taxation Code, as adjusted  
19 pursuant to subdivision (c) of that section, shall be transferred to  
20 the Trade Corridors Improvement Fund pursuant to Section 2192.4.

21 SEC. 27. Section 2192 of the Streets and Highways Code is  
22 amended to read:

23 2192. (a) (1) The Trade Corridors Improvement Fund, created  
24 pursuant to subdivision (c) of Section 8879.23 of the Government  
25 Code, is hereby continued in existence to receive revenues from  
26 *state* sources other than the Highway Safety, Traffic Reduction,  
27 Air Quality, and Port Security Bond Act of 2006. ~~This chapter~~  
28 ~~shall govern expenditure of those other revenues.~~

29 (2) *Revenues apportioned to the state under Section 167 of Title*  
30 *23 of the United States Code from the national highway freight*  
31 *program, pursuant to the federal Fixing America's Surface*  
32 *Transportation Act ("FAST Act," Public Law 114-94) shall be*  
33 *allocated for projects approved pursuant to this chapter.*

34 (b) *This chapter shall govern the expenditure of those state and*  
35 *federal revenues described in subdivision (a).*

36 ~~(b)~~

37 (c) ~~The moneys funding described in the fund from those other~~  
38 ~~sources subdivision (a) shall be available upon appropriation for~~  
39 ~~allocation by the California Transportation Commission for~~  
40 ~~infrastructure improvements in this state on federally designated~~

1 Trade Corridors of National and Regional Significance, on the  
2 Primary Freight Network, and along other corridors that have a  
3 high volume of freight movement, as determined by the  
4 commission. In determining the projects eligible for funding, the  
5 commission shall consult the Transportation Agency's state freight  
6 plan as described in Section 13978.8 of the Government Code, the  
7 State Air Resources Board's Sustainable Freight Strategy adopted  
8 by Resolution 14-2, Code and the trade infrastructure and goods  
9 movement plan submitted to the commission by the Secretary of  
10 Transportation and the Secretary for Environmental Protection.  
11 *California Sustainable Freight Action Plan released in July 2016*  
12 *pursuant to Executive Order B-32-15.* The commission shall also  
13 consult trade infrastructure and goods movement plans adopted  
14 by regional transportation planning agencies, adopted regional  
15 transportation plans required by state and federal law, and the  
16 statewide applicable port master plan prepared by the California  
17 Marine and Intermodal Transportation System Advisory Council  
18 (Cal-MITSAC) pursuant to Section 1730 of the Harbors and  
19 Navigation Code, when determining eligible projects for funding.  
20 Eligible projects for these funds *funding described in subdivision*  
21 *(a) shall further the state's economic, environmental, and public*  
22 *health objectives and goals for freight policy, as articulated in the*  
23 *plans to be consulted pursuant to this subdivision, and may include,*  
24 but are not limited to, all of the following:

25 (1) Highway capacity improvements, rail landside access  
26 improvements, landside freight access improvements to airports,  
27 and operational improvements to more efficiently accommodate  
28 the movement of freight, particularly for ingress and egress to and  
29 from the state's land ports of entry entry, rail terminals, and  
30 seaports, including navigable inland waterways used to transport  
31 freight between seaports, land ports of entry, and airports, and to  
32 relieve traffic congestion along major trade or goods movement  
33 corridors.

34 (2) Freight rail system improvements to enhance the ability to  
35 move goods from seaports, land ports of entry, and airports to  
36 warehousing and distribution centers throughout California,  
37 including projects that separate rail lines from highway or local  
38 road traffic, improve freight rail mobility through mountainous  
39 regions, relocate rail switching yards, and other projects that  
40 improve the efficiency and capacity of the rail freight system.

1 (3) Projects to enhance the capacity and efficiency of ports.

2 (4) Truck corridor *and capital and operational* improvements,  
3 including dedicated truck facilities or truck toll facilities.

4 (5) Border-access *capital and operational* improvements that  
5 enhance goods movement between California and Mexico and that  
6 maximize the state's ability to access ~~coordinated border~~  
7 ~~infrastructure~~ funds made available to the state by federal law.

8 (6) Surface transportation and connector road improvements to  
9 effectively facilitate the movement of goods, particularly for  
10 ingress and egress to and from the state's land ports of entry,  
11 airports, and seaports, to relieve traffic congestion along major  
12 trade or goods movement corridors.

13 (e)

14 (d) (1) ~~The~~ *In selecting projects for inclusion in the program*  
15 *of projects to be funded with funds described in subdivision (a),*  
16 *the commission shall allocate funds for trade infrastructure*  
17 ~~improvements from the fund~~ *evaluate the total potential costs and*  
18 *total potential economic and noneconomic benefits of the program*  
19 *to California's economy, environment, and public health. The*  
20 *commission shall consult with the State Air Resources Board in*  
21 *order to utilize the appropriate models, techniques, and methods*  
22 *to develop the parameters for evaluation of projects. The*  
23 *commission shall allocate the funding described in subdivision (a)*  
24 *for trade infrastructure improvements consistent with Section*  
25 *8879.52 of the Government Code and the Trade Corridors*  
26 *Improvement Fund (TCIF) Guidelines adopted by the commission*  
27 *on November 27, 2007, or as amended by the commission, and in*  
28 *a manner that (A) addresses the state's most urgent needs, (B)*  
29 *balances the demands of various land ports of entry, seaports, and*  
30 *airports, (C) provides reasonable geographic balance between the*  
31 *state's regions, and (D) places emphasis on projects that improve*  
32 *trade corridor mobility and safety while reducing emissions of*  
33 ~~diesel-particulate particulates, greenhouse gases, and other~~  
34 ~~pollutant emissions. pollutants, and reducing other negative~~  
35 *community impacts, and (E) makes a significant contribution to*  
36 *the state's economy.*

37 (2) *In adopting amended guidelines, and developing and*  
38 *adopting the program of projects, the commission shall do all of*  
39 *the following:*

1 (A) *Accept nominations for projects to be included in the*  
2 *program of projects from regional and local transportation*  
3 *agencies and the Department of Transportation.*

4 (B) *Recognize the key role of the state in project identification*  
5 *and support integrating statewide goods movement priorities into*  
6 *the corridor approach.*

7 (C) *Make a finding that adoption and delivery of the program*  
8 *of projects is in the public interest.*

9 (2)

10 (3) In addition, the commission shall also consider the following  
11 factors when allocating these funds:

12 (A) “Velocity,” which means the speed by which large cargo  
13 would travel from the land port of entry or seaport through the  
14 distribution system.

15 (B) “Throughput,” which means the volume of cargo that would  
16 move from the land port of entry or seaport through the distribution  
17 system.

18 (C) “Reliability,” which means a reasonably consistent and  
19 predictable amount of time for cargo to travel from one point to  
20 another on any given day or at any given time in California.

21 (D) “Congestion reduction,” which means the reduction in  
22 recurrent daily hours of delay to be achieved.

23 SEC. 28. Section 2192.1 of the Streets and Highways Code is  
24 amended to read:

25 2192.1. (a) To the extent moneys from the Greenhouse Gas  
26 Reduction Fund, attributable to the auction or sale of allowances  
27 as part of a market-based compliance mechanism relative to  
28 reduction of greenhouse gas emissions, are transferred to the Trade  
29 Corridors Improvement Fund, projects funded with those moneys  
30 shall be subject to all of the requirements of existing law applicable  
31 to the expenditure of moneys appropriated from the Greenhouse  
32 Gas Reduction Fund, including, but not limited to, ~~both~~ *all* of the  
33 following:

34 (1) Projects shall further the regulatory purposes of the  
35 California Global Warming Solutions Act of 2006 (Division 25.5  
36 (commencing with Section 38500) of the Health and Safety Code),  
37 including reducing emissions from greenhouse gases in the state,  
38 directing public and private investment toward disadvantaged  
39 communities, increasing the diversity of energy sources, or creating  
40 opportunities for businesses, public agencies, nonprofits, and other

1 community institutions to participate in and benefit from statewide  
2 efforts to reduce emissions of greenhouse gases.

3 (2) Projects shall be consistent with the guidance developed by  
4 the State Air Resources Board pursuant to Section 39715 of the  
5 Health and Safety Code.

6 (3) *Projects shall be consistent with the required benefits to*  
7 *disadvantaged communities pursuant to Section 39713 of the*  
8 *Health and Safety Code.*

9 (b) All allocations of funds made by the commission pursuant  
10 to this section shall be made in a manner consistent with the criteria  
11 expressed in Section 39712 of the Health and Safety Code and  
12 with the investment plan developed by the Department of Finance  
13 pursuant to Section 39716 of the Health and Safety Code.

14 (c) *For purposes of this section, “disadvantaged community”*  
15 *means a community with any of the following characteristics:*

16 (1) *An area with a median household income less than 80*  
17 *percent of the statewide median household income based on the*  
18 *most current census tract-level data from the American Community*  
19 *Survey.*

20 (2) *An area identified by the California Environmental*  
21 *Protection Agency pursuant to Section 39711 of the Health and*  
22 *Safety Code.*

23 (3) *An area where at least 75 percent of public school students*  
24 *are eligible to receive free or reduced-price meals under the*  
25 *National School Lunch Program.*

26 SEC. 29. Section 2192.2 of the Streets and Highways Code is  
27 amended to read:

28 2192.2. The commission shall allocate funds made available  
29 by this chapter to projects that have identified and committed  
30 supplemental funding from appropriate local, federal, or private  
31 sources. The commission shall determine the appropriate amount  
32 of supplemental funding each project should have to be eligible  
33 for moneys from the fund based on a project-by-project review  
34 and an assessment of the project’s benefit to the state and the  
35 program. ~~Except for border access *Funded* improvements described~~  
36 ~~in paragraph (5) of subdivision (b) of Section 2192, improvements~~  
37 ~~funded with moneys from the fund shall have supplemental funding~~  
38 ~~that is at least equal to the amount of the contribution from the~~  
39 ~~fund. under this chapter.~~ The commission may give priority for

1 funding to projects with higher levels of committed supplemental  
2 funding.

3 SEC. 30. Section 2192.4 is added to the Streets and Highways  
4 Code, to read:

5 2192.4. The portion of the revenues in the Highway Users Tax  
6 Account attributable to the increase in the diesel fuel excise tax  
7 pursuant to subdivision (b) of Section 60050 of the Revenue and  
8 Taxation Code, as adjusted pursuant to subdivision (c) of that  
9 section, shall be transferred to the Trade Corridors Improvement  
10 Fund.

11 SEC. 31. Section 9250.3 is added to the Vehicle Code, to read:

12 9250.3. (a) In addition to any other fees specified in this code  
13 or the Revenue and Taxation Code, commencing July 1, 2017, a  
14 registration fee of thirty-eight dollars (\$38) shall be paid to the  
15 department for registration or renewal of registration of every  
16 vehicle subject to registration under this code, except those vehicles  
17 that are expressly exempted under this code from payment of  
18 registration fees.

19 (b) Beginning July 1, 2019, and every third year thereafter, the  
20 Department of Motor Vehicles shall adjust the fee imposed under  
21 this section for inflation in an amount equal to the change in the  
22 California Consumer Price Index for the prior three-year period,  
23 as calculated by the Department of Finance, with amounts equal  
24 to or greater than fifty cents (\$0.50) rounded to the next highest  
25 whole dollar.

26 (c) Revenues from the fee, after the deduction of the  
27 department’s administrative costs related to this section, shall be  
28 deposited in the Road Maintenance and Rehabilitation Account  
29 created pursuant to Section 2031 of the Streets and Highways  
30 Code.

31 SEC. 32. Section 9250.6 is added to the Vehicle Code, to read:

32 9250.6. (a) In addition to any other fees specified in this code,  
33 or the Revenue and Taxation Code, commencing July 1, 2017, a  
34 registration fee of one hundred and sixty-five dollars (\$165) shall  
35 be paid to the department for registration or renewal of registration  
36 of every zero-emission motor vehicle subject to registration under  
37 this code, except those motor vehicles that are expressly exempted  
38 under this code from payment of registration fees.

39 (b) Beginning July 1, 2019, and every third year thereafter, the  
40 Department of Motor Vehicles shall adjust the fee imposed under

1 this section for inflation in an amount equal to the change in the  
2 California Consumer Price Index for the prior three-year period,  
3 as calculated by the Department of Finance, with amounts equal  
4 to or greater than fifty cents (\$0.50) rounded to the next highest  
5 whole dollar.

6 (c) Revenues from the fee, after deduction of the department's  
7 administrative costs related to this section, shall be deposited in  
8 the Road Maintenance and Rehabilitation Account created pursuant  
9 to Section 2031 of the Streets and Highways Code.

10 (d) This section does not apply to a commercial motor vehicle  
11 subject to Section 9400.1 or to a low-speed vehicle, as defined in  
12 Section 385.5.

13 (e) The registration fee required pursuant to this section does  
14 not apply to the initial registration after the purchase of a new  
15 zero-emission motor vehicle.

16 (f) For purposes of this section, "zero-emission motor vehicle"  
17 means a motor vehicle as described in subdivisions (c) and (d) of  
18 Section 44258 of the Health and Safety Code.

19 SEC. 33. Section 9400.5 is added to the Vehicle Code, to read:

20 9400.5. (a) Notwithstanding Sections 9400.1, 9400.4, and  
21 42205 of this code, Sections 16773 and 16965 of the Government  
22 Code, Section 2103 of the Streets and Highways Code, or any  
23 other law, weight fee revenues shall only be transferred consistent  
24 with the schedule provided in subdivision (b) from the State  
25 Highway Account to the Transportation Debt Service Fund, the  
26 Transportation Bond Direct Payment Account, or any other fund  
27 or account for the purpose of payment of the debt service on  
28 transportation general obligation bonds and shall not be loaned to  
29 the General Fund.

30 (b) (1) The transfer of weight fee revenues, after deduction of  
31 collection costs, from the State Highway Account pursuant to  
32 subdivision (a) shall not exceed:

33 (A) Nine hundred million dollars (\$900,000,000) in the 2017–18  
34 fiscal year.

35 (B) Eight hundred million dollars (\$800,000,000) in the 2018–19  
36 fiscal year.

37 (C) Seven hundred million dollars (\$700,000,000) in the  
38 2019–20 fiscal year.

39 (D) Six hundred million dollars (\$600,000,000) in the 2020–21  
40 fiscal year.



1 (E) Five hundred million dollars (\$500,000,000) in the 2021-22  
2 fiscal year and in every fiscal year thereafter.

3 SEC. 34. This act is an urgency statute necessary for the  
4 immediate preservation of the public peace, health, or safety within  
5 the meaning of Article IV of the Constitution and shall go into  
6 immediate effect. The facts constituting the necessity are:

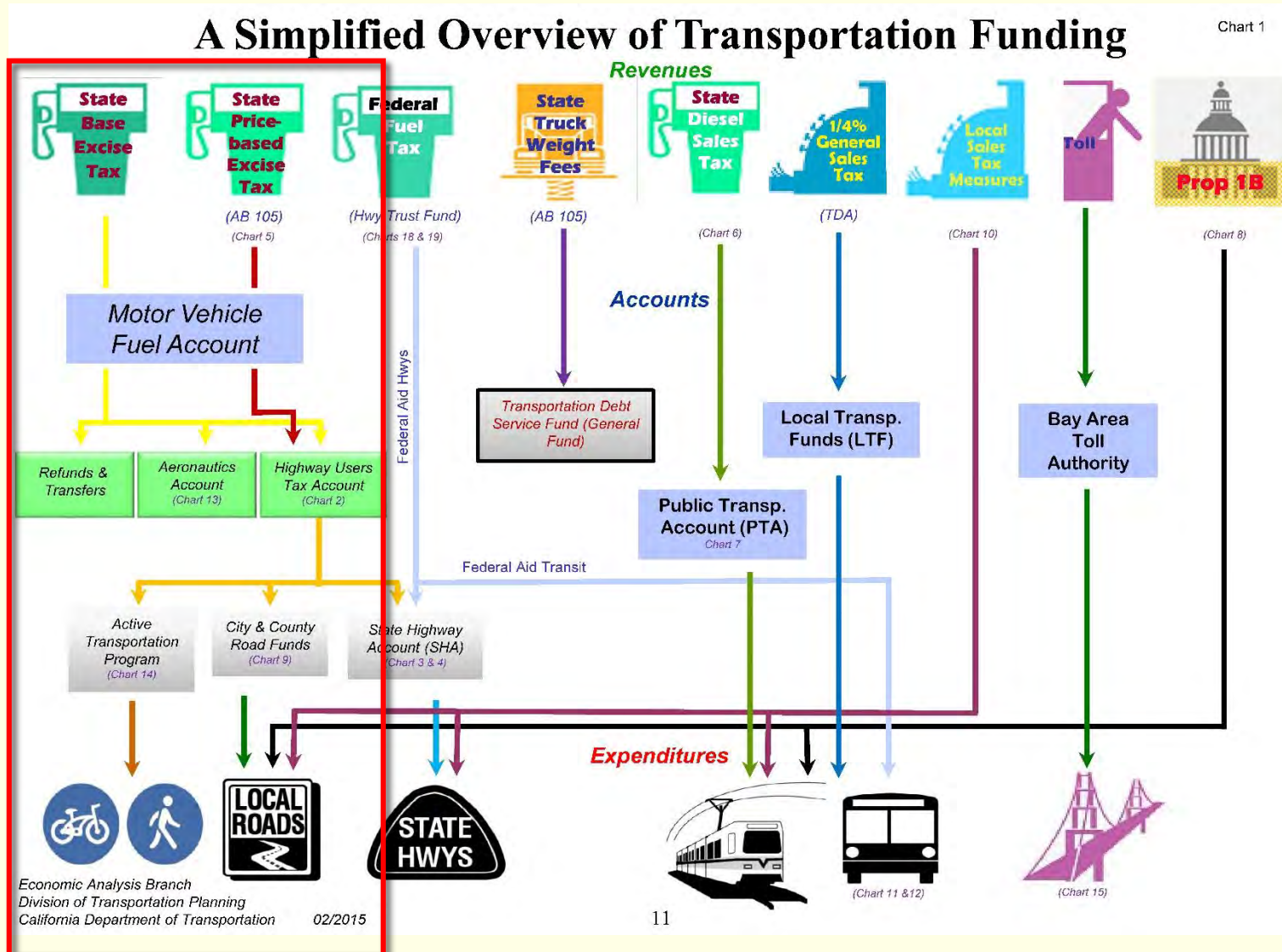
7 In order to provide additional funding for road maintenance and  
8 rehabilitation purposes as quickly as possible, it is necessary for  
9 this act to take effect immediately.

O

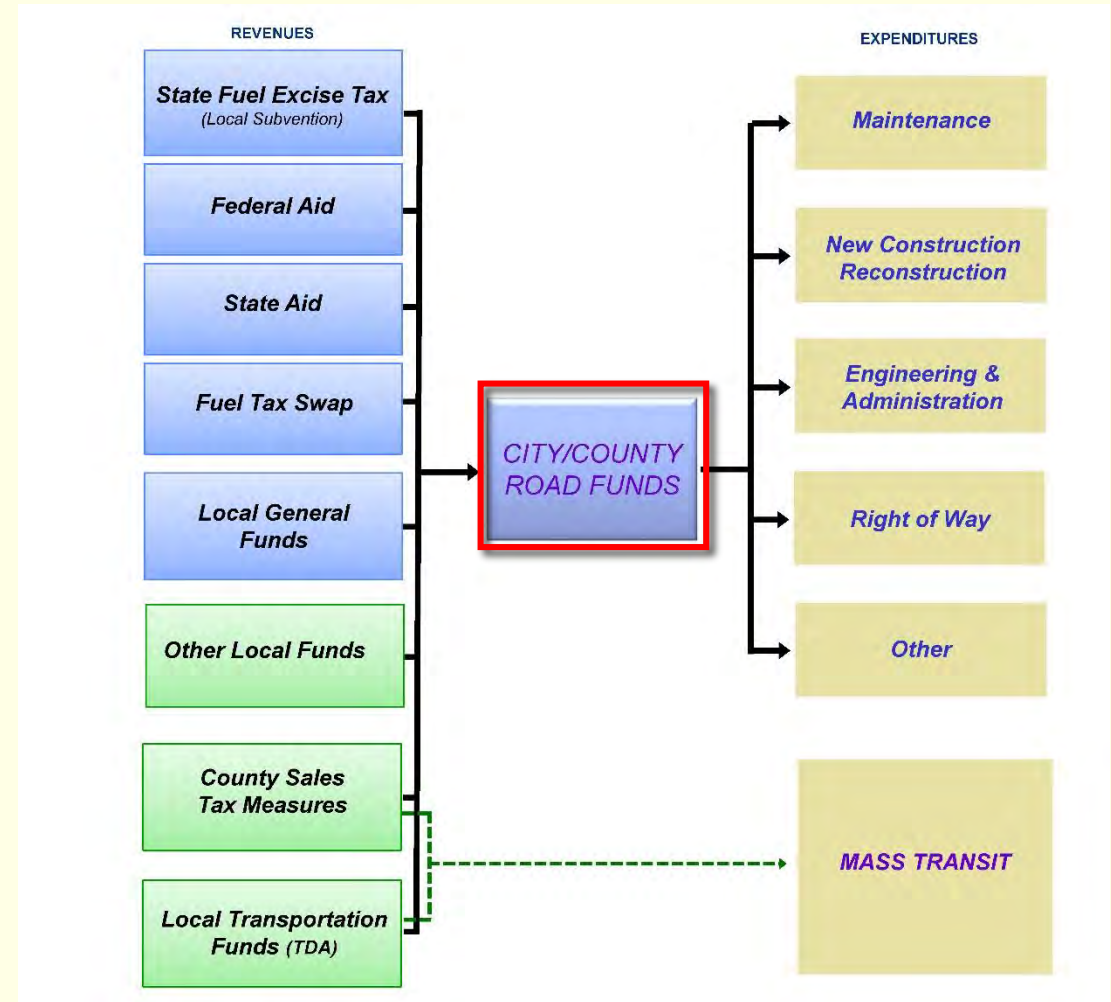
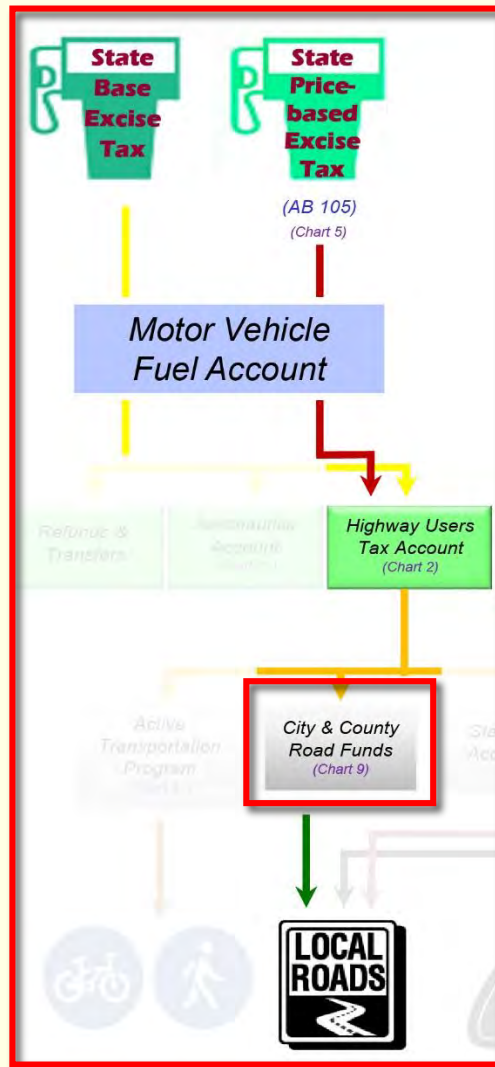
Beall/Frazier Transportation Funding Bill(s)  
Senate Bill X 1-1 & Assembly Bill X 1-26  
*Transportation Infrastructure and Economic Investment Act*

**Background: How Gas Taxes Are Currently  
Distributed and Used**

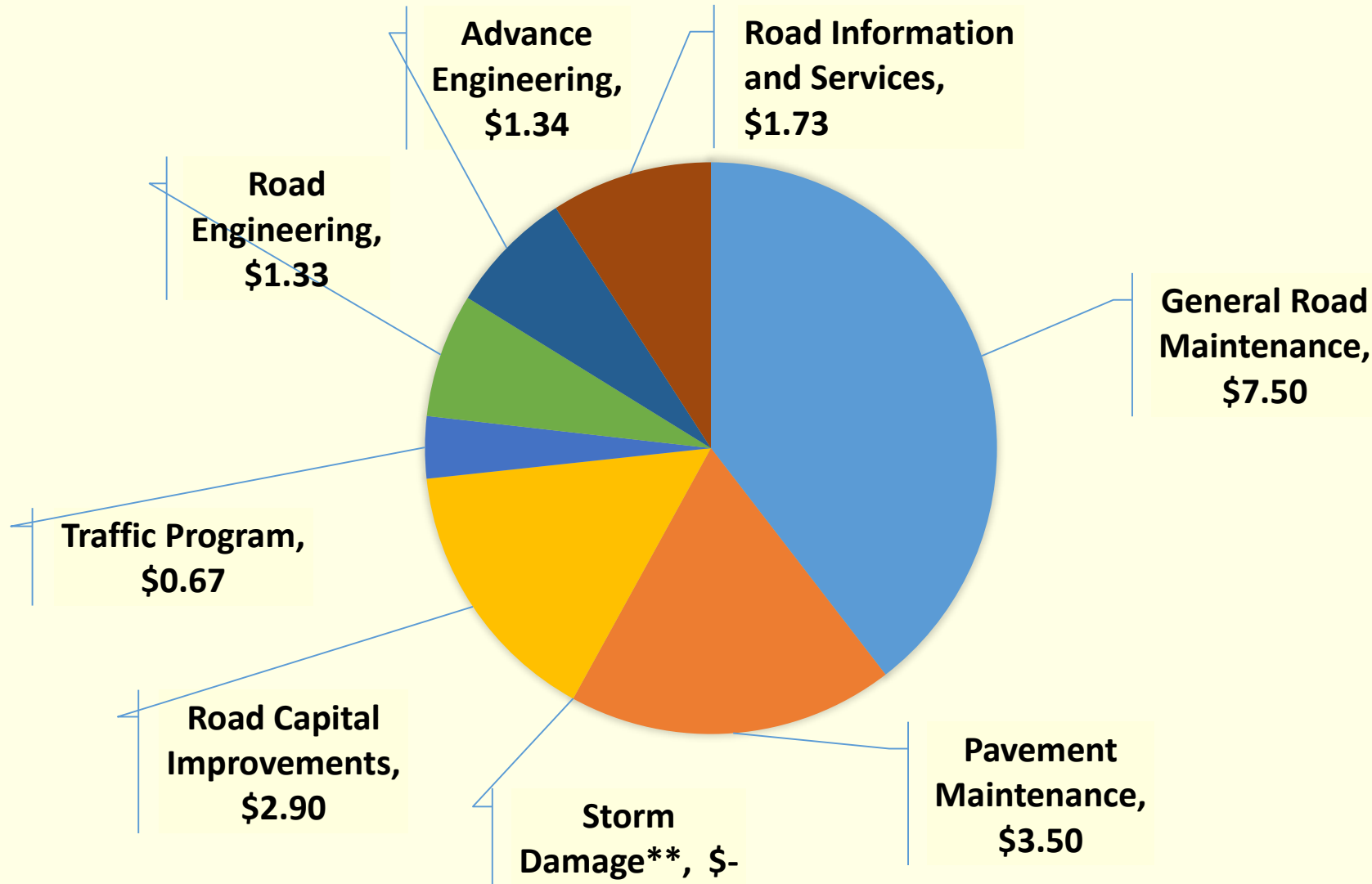
# Summary: All Transportation Funding Administered by the State



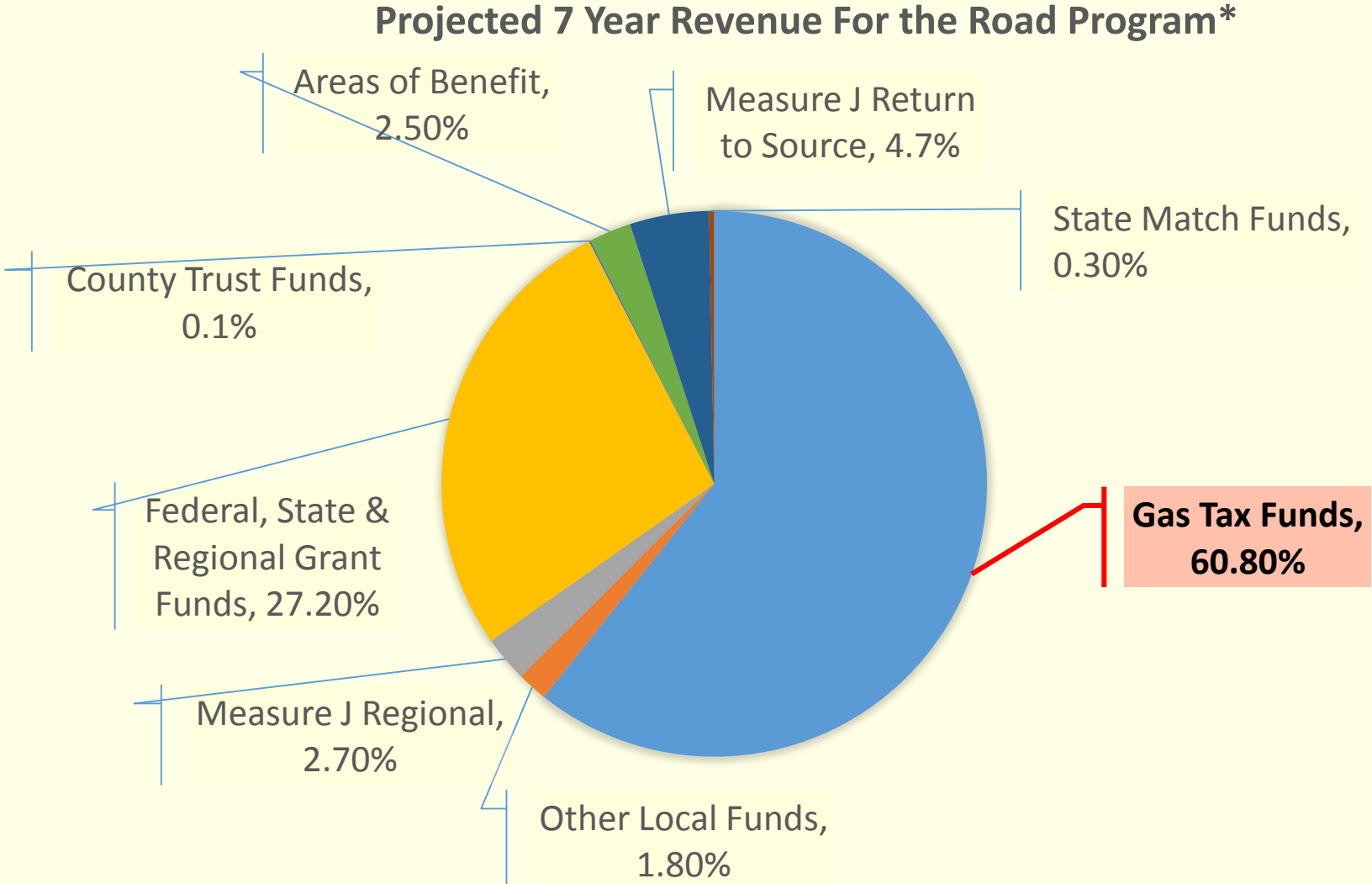
# Summary: Local Transportation Funding Administered by the State



# Contra Costa County Gas Tax Expenditures



# Why State Gas Tax Revenues Are An Issue For Contra Costa County



November 15th, 2016 Board of Supervisors Meeting:  
Beall/Frazier Transportation Bill

\* From the 2015 Public Works Capital Road Improvement Program



**AB 1 (Frazier)/SB 1 (Beall): Transportation Funding/Reform  
CSAC Revenue and Expenditure Analysis**

1100 K Street  
Suite 101  
Sacramento  
California  
95814

Telephone  
916.327.7500

Facsimile  
916.441.5507

*All revenue and expenditure estimates are based of full implementation of these funding/reform packages which occurs in year five. If adopted in 2017, full implementation would occur in FY 2021-22.*

**REVENUES**

New Revenues

Maintenance & Rehabilitation Investments - \$3.12 billion annually

- Gas tax increase of 12-cents, which generates \$1.8 billion annually
  - AB 1 levies the entire increase in year one
  - SB 1 levies the increase in increments over three years (6-cents in year one, 9-cents in year two, and 12-cents in year three)
  - Gas tax revenues deposited into the Road Maintenance and Rehabilitation Account (RMRA)
    - SB 1 would capture off-highway vehicle (OHV) increment from new gas tax for RMRA, whereas AB 1 maintains current practice of sending OHV related share to OHV accounts
  - Indexed for inflation every three years
- Vehicle registration fee (VRF) of \$38, which generates \$1.3 billion annually
  - Deposited into the RMRA
  - Indexed for inflation every three years
- Zero emission vehicle registration fee (ZVRF) of \$100 (SB 1) or \$165 (AB 1), which would generate approximately \$20 million annually
  - Deposited into the RMRA
  - Indexed for inflation every three years

Freight Investments - \$600 million annually

- 20-cent diesel excise tax, which generates \$600 million annually
  - Deposited into the Trade Corridors Improvement Fund (TCIF)
  - Indexed for inflation every three years

Transit Investments - \$563 million annually

- Up to a 4% increase in the sales tax on diesel, which generates approximately \$263 million annually
  - Deposited into the State Transit Assistance Account (STA)
  - Allocated via the Public Transportation Account (PTA) formula
  - AB 1 increases the rate by 3.5% all for the STA/PTA allocation
  - SB 1 increases the rate by 4%, 3.5% which benefits the STA/PTA formula and 0.5% benefits the Transit and Intercity Rail Corridor Program (TIRCP)
- Increase existing cap and trade expenditures, which generates approximately \$300 million annually
  - From 10% to 20% of total cap and trade auction proceeds for the TIRCP
  - From 5% to 10% of total cap and trade auction proceeds for the Low Carbon Transit Operations Program (LCTOP)

**TOTAL NEW REVENUE GENERATED FOR ALL INVESTMENT CATEGORIES:**

**\$4.28 BILLION**

Restored/Returned Revenues

Maintenance & Rehabilitation Investments - \$1.81 billion annually

- \$500 million in truck weight fees
  - Directed to the Highway User Tax Account (HUTA)
  - Allocated via the 44 STIP/44 LSR/12 SHOPP split
  - AB 1 would phase in a specific dollar amount to be returned to transportation projects whereas SB 1 would phase in a certain percentage of weight fee revenue. AB 1 would cap the weight fee transfer to the General Fund to \$500 million in FY 2021-22 and SB 1 would cap the transfer to 50% of total weight fee revenue collected in FY 2021-22. Depending on how much weight fee revenue is collected in any given year one approach could return more back to transportation projects than another but it's difficult to predict.
- Eliminate the annual BOE adjustment of the price-based excise tax, reset the rate to 17.3-cents, which would generate \$1.125 billion over FY 2016-17 anticipated revenues
  - Directed to the HUTA
  - Allocated via the 44/44/12 split
- Return \$125 million in price-based revenues related to the sale of fuel for non-highway purposes (Off-Highway Vehicles)
  - Directed to the HUTA
  - Allocated via the 44/44/12 split
- Return \$60 million in miscellaneous transportation revenues
  - Directed to the RMRA
  - Allocated via the 50 state/50 local split after off-the top set-aside

**TOTAL RESTORED/RETURNED REVENUE GENERATED FOR ALL INVESTMENT CATEGORIES: \$1.81 BILLION**

One-Time Revenues

Maintenance & Rehabilitation Investments

- \$703 million in transportation loans
  - Split 50/50 between the state/locals

**TOTAL ONE-TIME REVENUES GENERATED FOR ALL INVESTMENT CATEGORIES: \$703 MILLION**

**TOTAL NEW REVENUE GENERATED FOR ALL INVESTMENT CATEGORIES: \$4.28 BILLION**

**TOTAL RESTORED/RETURNED REVENUE GENERATED FOR ALL INVESTMENT CATEGORIES: \$1.81 BILLION**

---

**GRAND TOTAL ON-GOING REVENUE FOR ALL INVESTMENT CATEGORIES: \$6.09 BILLION**



## EXPENDITURES BY ACCOUNT FOR ROAD PURPOSES

### Road Maintenance and Rehabilitation Account (RMRA)

- Receives \$3.18 billion from new and returned/restored revenue annually:
  - \$3.12 billion from new revenues (gas tax, VRF, ZVRF)
  - \$60 million from returned revenues (miscellaneous revenues)
- Take-downs before formula allocation:
  - \$200 million annually for the State Local Partnership Program (SLPP)
  - \$80 million annually for the Active Transportation Program (ATP)
  - \$30 million annually for 4-years to establish the Advanced Mitigation Program (not reflected in calculations throughout analysis as this take-down will cease in year five/full implementation)
  - \$2-5 million annually for the CSU/UC transportation centers (SB 1 would allocated \$2 million for the UC system only whereas AB 1 would allocated \$2 million for the UC system and \$3 million for the CSU system)
- Remainder for formula allocation:
  - \$2.9 billion
  - Remainder split 50 state/50 local
    - \$1.45 for the SHOPP
    - \$1.45 billion for LSR

**TOTAL GENERATED FOR RMRA:**

**\$3.18 BILLION**

### Highway User Tax Account (HUTA)

- Receives \$1.75 billion from returned/restores revenues annually:
  - \$1.125 billion from resetting the price-based excise tax rate
  - \$500 million in truck weight fees
  - \$125 million from OHV related price-based excise tax revenue
- Formula allocations:
  - 44% STIP/44% LSR/12% SHOPP
    - \$770 million for the STIP
    - \$770 million for LSR
    - \$21 million for the SHOPP

**TOTAL GENERATED FOR HUTA:**

**\$1.75 BILLION**

**TOTAL GENERATED FOR RMRA:**

**\$3.18 BILLION**

**TOTAL GENERATED FOR HUTA:**

**\$1.75 BILLION**

---

**GRAND TOTAL ON-GOING REVENUE FOR ROAD PURPOSES CATEGORIES:**

**\$4.93 BILLION**

## **EXPENDITURES BY SYSTEM FOR ROAD PURPOSES**

### Local Streets and Roads

- \$2.22 billion annually
  - \$1.45 billion annually from new/returned revenue from the RMRA
  - \$770 million annually from restores/returned revenue from the HUTA
- Potential LSR benefits from \$200 million SLPP and \$80 million ATP
- One time revenue of \$352 million from transportation loan repayment

### State Highways Operations and Protection Program

- \$1.47 billion annually
  - \$1.45 billion annually from new/returned revenue from the RMRA
  - \$21 million annually from restores/returned revenue from the HUTA
- Potential State Highways benefits from \$200 million SLPP and \$80 million ATP
- One time revenue of \$352 million from transportation loan repayment

### State Transportation Improvement Program

- \$770 million annually
- Potential State Highways benefits from \$200 million SLPP and \$80 million ATP

## **STREAMLINING AND OTHER PROVISIONS OF INTEREST TO COUNTIES**

### CEQA Streamlining

- AB 1 and SB 1 both remove the sunset, remove population cap, and extend to state projects the existing CEQA exemption for local jurisdictions under 100,000 population for the repair, maintenance, or other minor alteration to an existing roadway if the project improves public safety.

### Caltrans Efficiencies

- AB 1 and SB 1 require Caltrans to annually identify savings achieved through efficiencies implemented at the department and to propose, from the identified savings, an appropriation to be included in the annual Budget Act of up to \$70,000,000 from the State Highway Account for expenditure on the Active Transportation Program.

### Advance Mitigation Program

- AB 1 and SB 1 would both establish an Advance Mitigation Program in the Caltrans, authorizing the department to undertake mitigation measures in advance of construction of a planned transportation project. The bills would allocate \$30 million per year for four years from the Road Maintenance and Rehabilitation Program to endow a revolving fund. The bill would provide for reimbursement of the revolving fund at the time a planned transportation project benefiting from advance mitigation is constructed.



# Metropolitan Transportation Commission

Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105

## Meeting Agenda

### Legislation Committee

*Committee Members:*

*Alicia C. Aguirre, Chair Sam Liccardo, Vice Chair*

*Scott Haggerty, Anne W. Halsted,  
Julie Pierce, James P. Spering, Vacant*

*Non-Voting Members: Tom Azumbrado, Dorene M. Giacomini*

---

Friday, January 13, 2017

9:40 AM

Board Room - 1st Floor

---

This meeting is scheduled to be webcast live on the Metropolitan Transportation Commission's Web site: <http://mtc.ca.gov/whats-happening/meetings> and will take place at 9:40 a.m. or immediately following the 9:35 a.m. Operations Committee meeting.

#### 1. Roll Call / Confirm Quorum

*Quorum: A quorum of this committee shall be a majority of its regular voting members (4).*

#### 2. Consent Calendar

2a. [17-2135](#) Minutes of December 9, 2016 Meeting

**Action:** Committee Approval

**Attachments:** [2a Minutes Dec 2016](#)

2b. [17-2136](#) Legislative History

**Action:** Information

**Presenter:** Rebecca Long

### 3. Information

- 3a.**     [17-2137](#)     State and Federal Legislative Visits
- Information about legislative advocacy meetings being planned for Sacramento & Washington D.C.
- Action:**             Information
- Presenter:**       Randy Rentschler
- Attachments:**     [3a Sac&WashingtonDCVisits](#)

### 4. State Legislation

- 4a.**     [17-2138](#)     FY 2017-18 State Budget
- Overview of the transportation elements of the Governor's budget proposal.
- Action:**             Information
- Presenter:**       Rebecca Long
- Attachments:**     [4a State Budget](#)
- 4b.**     [17-2158](#)     Transportation Funding: AB 1 (Frazier) / SB 1 (Beall)
- \$6 billion state transportation funding packages.
- Action:**             Support / Support / Commission Approval
- Presenter:**       Rebecca Long and Randy Rentschler
- Attachments:**     [4b AB 1 Frazier-SB 1 Beall Support](#)
- 4c.**     [17-2157](#)     AB 28 (Frazier): Renewal of Caltrans Authority to Assume Responsibility for Approving Highway Projects under the National Environmental Policy Act (NEPA)
- Extension of the Federal Highway Administration Delegation of National Environmental Policy Act review to Caltrans.
- Action:**             Support / Commission Approval
- Presenter:**       Rebecca Long
- Attachments:**     [4c AB 28 Frazier NEPA Delegation](#)

**4d.**     [17-2191](#)     Affordable Housing Funding: SB 2 (Atkins) / SB 3 (Beall)

Affordable housing funding proposals.

**Action:**             Support / Support / Commission Approval**Presenter:**       Georgia Gann Dohrmann**Attachments:**     [4d\\_Affordable Housing SB 2 \(Atkins\) and SB 3 \(Beall\)](#)**5. Federal Legislation****5a.**     [17-2139](#)     Tom Bulger's Report

Report from MTC's advocate in Washington D.C.

**Action:**             Information**Presenter:**       Randy Rentschler**Attachments:**     [5a\\_Tom Bulger's DC Report\\_Dec 2016](#)**6. Public Comment / Other Business****7. Adjournment / Next Meeting**

**The next meeting of the Legislation Committee will be February 10, 2017, 9:35 a.m. the Bay Area Metro Center, 375 Beale Street, San Francisco, CA.**

**Public Comment:** The public is encouraged to comment on agenda items at Committee meetings by completing a request-to-speak card (available from staff) and passing it to the Committee secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

**Meeting Conduct:** If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Committee may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

**Record of Meeting:** Committee meetings are recorded. Copies of recordings are available at a nominal charge, or recordings may be listened to at MTC offices by appointment. Audiocasts are maintained on MTC's Web site ([mtc.ca.gov](http://mtc.ca.gov)) for public review for at least one year.

**Accessibility and Title VI:** MTC provides services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address Commission matters. For accommodations or translations assistance, please call 415.778.6757 or 415.778.6769 for TDD/TTY. We require three working days' notice to accommodate your request.

**可及性和法令第六章:** MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 415.778.6757 或 415.778.6769 TDD / TTY。我們要求您在三個工作日前告知，以滿足您的要求。

**Acceso y el Titulo VI:** La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Comisión. Para solicitar asistencia, por favor llame al número 415.778.6757 o al 415.778.6769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

---

Attachments are sent to Committee members, key staff and others as appropriate. Copies will be available at the meeting.

All items on the agenda are subject to action and/or change by the Committee. Actions recommended by staff are subject to change by the Committee.

MTC's Chair and Vice-Chair are ex-officio voting members of all standing Committees.



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

---

**File #:** 17-2135      **Version:** 1      **Name:**  
**Type:** Minutes      **Status:** Consent  
**File created:** 11/30/2016      **In control:** Legislation Committee  
**On agenda:** 1/13/2017      **Final action:**  
**Title:** Minutes of December 9, 2016 Meeting  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2a\\_Minutes\\_Dec 2016](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**  
Minutes of December 9, 2016 Meeting

**Recommended Action:**  
Committee Approval

### Attachments



# Metropolitan Transportation Commission

Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105

## Meeting Minutes - Draft

### Legislation Committee

*Committee Members:*

*Alicia C. Aguirre, Chair Sam Liccardo, Vice Chair*

*Scott Haggerty, Anne W. Halsted, Steve Kinsey,  
Julie Pierce, James P. Spering*

*Non-Voting Members: Tom Azumbrado, Dorene M. Giacopini*

---

Friday, December 9, 2016

9:35 AM

Board Room - 1st Floor

---

#### 1. Roll Call / Confirm Quorum

**Present:** 6 - Chair Aguirre, Commissioner Haggerty, Commissioner Halsted, Vice Chair Liccardo, Commissioner Pierce, and Commissioner Spering

**Absent:** 1 - Commissioner Kinsey

Non-Voting Members Present: Commissioner Azumbrado and Commissioner Giacopini

Ex Officio Voting Members Present: Commission Chair Cortese and  
Commission Vice Chair Mackenzie

Ad Hoc Non-Voting Members Present: Commissioner Campos, Commissioner Luce,  
Commissioner Tissier and Commissioner Worth

#### 2. Consent Calendar

**Upon the motion by Commissioner Halsted and second by Commissioner Spering, the Consent Calendar was unanimously approved by the following vote:**

**Aye:** 5 - Commissioner Haggerty, Commissioner Halsted, Vice Chair Liccardo,  
Commissioner Pierce and Commissioner Spering

**Absent:** 2 - Chair Aguirre and Commissioner Kinsey

2a. [15-2062](#) Minutes of November 4, 2016 Meeting

**Action:** Committee Approval

Commissioner Aguirre arrived after the approval of the Consent Calendar.



### 3. Approval

3a. [15-2063](#) 2017 Final Advocacy Program

Recommended state and federal legislative priorities for 2017.

**Action:** Commission Approval

**Presenter:** Randy Rentschler

Richard Hedges was called to speak.

Scott Lane was called to speak.

**Upon the motion by Commissioner Haggerty and second by Commissioner Pierce, the 2017 Final Advocacy Program was unanimously adopted as amended to be forwarded to the Commission for approval. The motion carried by the following vote:**

**Aye:** 6 - Chair Aguirre, Commissioner Haggerty, Commissioner Halsted, Vice Chair Liccardo, Commissioner Pierce and Commissioner Spering

**Absent:** 1 - Commissioner Kinsey

### 4. Federal Legislation

4a. [15-2064](#) Tom Bulger's Report

Report from MTC's advocate in Washington D.C.

**Action:** Information

**Presenter:** Randy Rentschler

### 5. Public Comment / Other Business

Scott Lane was called to speak.

### 6. Adjournment / Next Meeting

**The next meeting of the Legislation Committee will be January 13, 2017, 9:40 a.m. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA.**



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

---

**File #:** 17-2136      **Version:** 1      **Name:**  
**Type:** Report      **Status:** Consent  
**File created:** 11/30/2016      **In control:** Legislation Committee  
**On agenda:** 1/13/2017      **Final action:**  
**Title:** Legislative History  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**  
Legislative History

**Presenter:**  
Rebecca Long

**Recommended Action:**  
Information

**Attachments**



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2137      **Version:** 1      **Name:**  
**Type:** Report      **Status:** Informational  
**File created:** 11/30/2016      **In control:** Legislation Committee  
**On agenda:** 1/13/2017      **Final action:**  
**Title:** State and Federal Legislative Visits

Information about legislative advocacy meetings being planned for Sacramento & Washington D.C.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [3a\\_Sac&WashingtonDCVisits](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

State and Federal Legislative Visits

Information about legislative advocacy meetings being planned for Sacramento & Washington D.C.

**Presenter:**

Randy Rentschler

**Recommended Action:**

Information

**Attachments**



## *Memorandum*

TO: Legislation Committee

DATE: January 6, 2017

FR: Executive Director

W. I. 1131

RE: State and Federal Legislative Visits

Each year at this time we recommend a plan for meetings and outreach to the members of the Bay Area's legislative delegations in Sacramento and Washington, D.C. to brief them on our legislative priorities and key MTC initiatives. This memo summarizes our proposed approach for 2017.

### **Sacramento Advocacy**

The top three priorities on this year's state legislative agenda are: 1) support for a statewide transportation funding package; 2) authorization of a 2018 bridge toll measure to fund priority improvements in the bridge corridors and 3) support for strategies that increase housing supply, especially affordable housing. In addition to highlighting our policy priorities, these meetings are an opportunity to brief the Sacramento delegation on key items of interest, such as the opening of the I-680 Express Lanes (the first ones to be administered by MTC), the MTC-ABAG staff consolidation, Bay Area Bikeshare and Plan Bay Area 2040.

The goal of our Sacramento meetings is to provide Commissioners a chance to meet face-to-face with the Bay Area delegation. Similar to last year, we recommend arranging meetings with the Senators and Assembly Members who represents each commissioner's jurisdiction either in Sacramento or at the district office and grouping multiple meetings on the same day to the greatest extent possible. We believe a first round of those meetings should take place in February — after the budget is released, but before the Legislature begins its policy committee hearings in March. A second round of meetings would target the April-May timeframe. Most of the meetings will be held in Sacramento as this provides more flexibility with legislators' schedules and allows for meetings with the delegation's key legislative and committee staff, who play an integral role in drafting legislation.

Staff will be in touch with your scheduler over the next couple of weeks to select dates that work for you in the February and spring timeframes.

### **Washington, D.C., Advocacy**

With President-elect Donald Trump naming infrastructure as one of his top priorities, a Republican-controlled Congress, and several new members joining the Bay Area's Congressional delegation — Senator Kamala Harris, Congressman Jimmy Panetta (District 20) and Congressman Ro Khanna (District 17) — 2017 will present numerous opportunities and challenges. Staff proposes that we continue our tradition of sending a delegation of

Commissioners and staff to Washington D.C. in March to meet with the Bay Area delegation, the new officials within the U.S. Department of Transportation, and committee staff who would be involved in drafting an infrastructure bill.

*Trip Logistics*

Staff proposes scheduling our visit to Washington D.C. the week of March 13, arriving on Sunday, March 12<sup>th</sup>, returning on either Wednesday, March 15 or Thursday, March 16 with the reception to be held the evening of Tuesday, March 14 in its traditional location - the House Transportation & Infrastructure Committee Room, 2167 Rayburn House Office Building. This is the week the American Public Transportation Association (APTA) is holding its annual legislative conference. Scheduling our visit so that it overlaps with the APTA conference makes it easier for Bay Area transit agency partner board members and staff to participate in meetings and attend the California Transportation Reception. The Senate is scheduled to be in session on Monday, March 13, while both chambers are in session on Tuesday and Wednesday, making Tuesday and Wednesday the key days to meet with Bay Area members of the House delegation.

*Key Federal Message*

As laid out in our federal advocacy program, our top focus will be to defend the existing federal transportation and housing programs, which play a vital role in the Bay Area, despite the fact that federal funds constitute a relatively small share of total transportation and housing funds. We will urge Congress to appropriate sufficient funds in FY 2017 and FY 2018 for the Federal Transit Administration's Capital Investment Grant program, consistent with the Full Funding Grant Agreements (FFGAs) for SFMTA's Central Subway and BART to Silicon Valley and the pending FFGA for the Caltrain electrification program. On the proactive side, we plan to engage with key members of Congress who would be involved in the drafting of an infrastructure package to ensure that it addresses the Bay Area's transportation and housing priorities. With respect to tax reform, we will urge retention of the transportation fringe benefit and affordable housing tax credit programs.

We look forward to discussing this general approach with you and soliciting any additional ideas you may have to ensure a productive state and federal legislative session in 2017.



---

Steve Heminger

SH: rl

J:\COMMITTEE\Legislation\Meeting Packets\Legis2017\01\_Legis\_Jan 2017\3a\_Sac&WashingtonDCVisits.docx



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2138      **Version:** 1      **Name:**  
**Type:** Report      **Status:** Informational  
**File created:** 11/30/2016      **In control:** Legislation Committee  
**On agenda:** 1/13/2017      **Final action:**  
**Title:** FY 2017-18 State Budget

Overview of the transportation elements of the Governor’s budget proposal.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4a State Budget](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

FY 2017-18 State Budget

Overview of the transportation elements of the Governor’s budget proposal.

**Presenter:**

Rebecca Long

**Recommended Action:**

Information

**Attachments**



METROPOLITAN  
TRANSPORTATION  
COMMISSION

**Agenda Item 4a**  
Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105  
TEL 415.778.6700  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

*Memorandum*

TO: Legislation Committee

DATE: January 6, 2017

FR: Executive Director

W. I. 1131

RE: FY 2017-18 State Budget

Given the incoming Trump Administration's proposed roll back of the Affordable Care Act, among other items, the FY 2017-18 State Budget will likely be focused primarily on shoring up the state's social safety net from federal funding cuts. With respect to transportation, any substantive action on funding will require stand-alone legislation to authorize new funding sources. Nonetheless, it will be interesting to see whether Governor Brown incorporates a transportation funding increase proposal into his proposed budget and specifically, how it differs from the latest legislative proposals — AB 1 (Frazier) and SB 1 (Beall).

The Governor's Budget is anticipated to be released on January 10, 2017. Staff will provide an update on key transportation-related provisions at your meeting on January 13<sup>th</sup>.

  
\_\_\_\_\_  
Steve Heminger

SH: rl

J:\COMMITTEE\Legislation\Meeting Packets\Lcgis2017\01\_Legis\_Jan 2017\4a\_State Budget.docx



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2158      **Version:** 1      **Name:**  
**Type:** Assembly Bill      **Status:** Commission Approval  
**File created:** 12/7/2016      **In control:** Legislation Committee  
**On agenda:** 1/13/2017      **Final action:**  
**Title:** Transportation Funding: AB 1 (Frazier) / SB 1 (Beall)  
 \$6 billion state transportation funding packages.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4b AB 1 Frazier-SB 1 Beall Support](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

Transportation Funding: AB 1 (Frazier) / SB 1 (Beall)

\$6 billion state transportation funding packages.

**Presenter:**

Rebecca Long and Randy Rentschler

**Recommended Action:**

Support / Support / Commission Approval

**Attachments**





METROPOLITAN  
TRANSPORTATION  
COMMISSION

**Agenda Item 4b**

Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105  
TEL 415.778.6700  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

## *Memorandum*

TO: Legislation Committee

DATE: January 6, 2016

FR: Executive Director

W. I. 1131

RE: Transportation Funding: AB 1 (Frazier)/SB 1 (Beall)

### **Background**

2017 marks the third consecutive year the Legislature has been seriously grappling with how to increase state transportation funding. After Assembly and Senate leaders released a joint letter in November 2016 with Governor Brown announcing a commitment to address the subject in the upcoming legislative session, Assembly Member Frazier and Senator Jim Beall each introduced the first bill of their respective houses — Assembly Bill 1 and Senate Bill 1.

### **Recommendation: Support**

#### **Discussion**

##### *How Would Funds Be Spent?*

As shown on Attachment 1, funding in the Chairmen's bills, is distributed to local street and road repairs, state highway maintenance, goods movement, the State Transportation Improvement Program (STIP), public transit and active transportation. We estimate the Bay Area would receive *annual* formula funding boosts as follows (with additional funding available from the competitive goods movement, active transportation and transit capital competitive programs):

- Approximately \$390 million for local street and road maintenance with SB 1 providing about \$8 million more due to treatment of new gas tax revenue
- Approximately \$94 million in new STIP funds, including regional and interregional funds.
- A range of \$95-\$130 million for formula-based public transit funds, with range depending on auction revenue levels from Cap and Trade.

Notably, funding for the STIP, local roads and State Highway Operation & Protection Program (SHOPP) programs will grow by \$100 million per year starting in FY 2017-18—distributed according to a 44%/44%/12% formula, respectively—until reaching about \$500 million/year in FY 2021-22 and thereafter. This is a result of fewer weight fees being diverted from the State Highway Account.

### *Less Revenue, but Still Robust Proposals*

The bills would raise from \$6 billion to \$6.2 billion per year once all new revenue mechanisms are in effect by year five, approximately \$1.4 billion less than the joint proposal released last August. The reduced funding results primarily from smaller gasoline and diesel fuel excise tax increases. The emphasis on “fix-it-first” for local roads and state highways is retained though these are the programs that see their funding reduced; transit funding and active transportation funding programs are maintained at the same levels seen in August. Other key changes include:

- About half of weight fee revenue is restored gradually over five years, which frees up approximately \$500 million annually to continue to offset General Fund debt service, an ongoing concern of the Brown Administration. (Note: SB 1 restores 10 percent each year up to a minimum of 50 percent, which is roughly equivalent to \$530 million based on FY 2016-17 estimated weight fee revenue. AB 1 restores \$100 million per year, up to \$500 million by FY 2021-22.)
- The bills contain more detailed provisions for goods movement funding, detailing specific categories to be funded from the Trade Corridor Investment Fund (TCIF), which would receive approximately \$600 million per year from a diesel excise tax increase of 20-cents/gallon.

### *Reduced Funding Volatility and Significantly Increased STIP Funding*

As with the prior bills authored by Assembly Member Frazier and Senator Beall, AB 1 and SB 1 would eliminate the annual adjustment in the excise tax, a policy that has resulted in huge volatility in transportation revenue and decimated the STIP over the last two years. The bills restore the variable rate to 17.3-cents/gallon (a 7.5-cent/gallon increase from the current rate), where it was originally set when the gas tax swap was enacted in 2011, and requires the Board of Equalization to adjust it based on the Consumer Price Index on July 1, 2019 and every three years thereafter. This periodic indexing applies to the gasoline and diesel fuel excise taxes as well as the diesel sales tax rate.

### *How do the Bills Differ?*

- The goods movement provisions in the bills are substantially different. AB 1 would distribute all federal and new state freight funds competitively through the California Transportation Commission, and allow the state to nominate projects as well. SB 1 calls out local road and rail capital and capacity enhancements as eligible and lists dollar amounts for distribution as shown below. (Such amounts would be adjusted proportionately depending on the total amount of funding to the TCIF each year.)
  - Competitive program for projects nominated by regional and local agencies and ports (\$360 million)
  - Railroad-highway grade crossings (\$70 million)
  - Border related improvements nominated by San Diego and Imperial County agencies, which are disqualified from the competitive program above (\$150 million).
- SB 1 raises the sales tax on diesel fuel by an additional 0.5% (approximately \$38 million/year) for purposes of intercity and commuter rail, with projects to be selected by Caltrans. SB 1 also reserves \$3 million annually before distributing funds for state and local roadway maintenance to the various Institutes of Transportation Studies within the University of California.

- SB 1 adds a workforce training provision, requiring that all projects funded with new transportation revenue will be required to engage in a pre-apprenticeship program for individuals, including low-income/disadvantaged individuals. SB 1 also requires Caltrans to develop a plan to increase participation from small and disadvantaged businesses.
- SB 1 imposes a \$100/year zero emission vehicle registration fee, whereas the registration fee for such vehicles in AB 1 remains at \$165/year, as proposed in 2016. This difference is relatively minor in terms of revenue impact; it would lower annual revenues from \$21 million to \$13 million.

### **Recommendation**

Staff recommends a “support” position on these bills. Of course we are mindful to be flexible as amendments can be expected as the bills advance and other funding proposals may emerge. One particular item we would like to see modified is broadening the opportunity for Bay Area cities, transit districts, and MTC with voter-approved transportation measures to qualify for funding. The bill currently restricts this program to counties.

### **Known Positions**

#### **Support**

See Attached

#### **Oppose**

See Attached



Steve Heminger

### **Attachments:**

- Attachment A: Programs Funded by AB 1 (Frazier) and SB 1 (Beall) and New Vehicle and Fuel-Based Tax/Fee Provisions
- Attachment B: AB 1 (Frazier) Transportation Funding Support & Opposition

SH: rl

**Agenda Item 4b  
Attachment A**

**Programs Funded by AB 1 (Frazier) and SB 1 (Beall)**

	<b>AB 1 (Frazier)</b>	<b>SB 1 (Beall)</b>
Local Streets & Roads	\$ 2,027	\$ 2,068
State Highways	\$ 1,433	\$ 1,474
Transit Improvements	\$ 563	\$ 563
Intercity and Commuter Rail	\$ -	\$ 38
Trade Corridors	\$ 600	\$ 600
State-Local Partnership Program	\$ 200	\$ 200
State Transportation Improvement Program	\$ 594	\$ 594
State Highway Operation & Protection Program	\$ 162	\$ 162
Active Transportation Program	\$ 80	\$ 80
Advanced Mitigation Program *	\$ 30	\$ 30
Education, Research & Workforce Training**	\$ 5	\$ 2
<b>Totals</b>	<b>\$ 5,694</b>	<b>\$ 5,810</b>

**New Vehicle and Fuel-Based Tax/Fee Provisions**

	<b>AB 1 (Frazier)</b>	<b>SB 1 (Beall)</b>
Gas tax restoration	7.5 cents/gallon	7.5 cents/gallon
New gas tax increase <sup>1</sup>	12 cents/gallon	12 cents/gallon
Diesel excise tax increase	20 cents/gallon	20 cents/gallon
Sales tax on diesel increase	3.5% increase	4% increase
Vehicle registration fee	\$38/year	\$38/year
Zero emission vehicle fee	\$165/year	\$100/year

## **AB 1 (Frazier) Transportation Funding Support & Opposition**

### **Support**

Apex Group  
Associated General Contractors of California  
Bay Area Council  
California Alliance for Jobs  
California Association of Councils of Government  
California Business Roundtable  
California Construction & Industrial Materials Association  
California State Association of Counties  
California State Association of Counties  
California State Council of Laborers  
California Transit Association  
Caterpillar Inc.  
DeSilva Gates Construction  
Granite Construction  
Griffith Company  
International Union of Operating Engineers – CA/NV  
League of California Cities  
League of California Cities  
Los Angeles Chamber of Commerce  
Northern California Carpenters Regional Council  
Orange County Business Council  
Politico Group  
Silicon Valley Leadership Group  
Skanska  
Smith Watts & Hartmann  
Solano Transportation Authority  
Southern California Contractors Association  
Southern California Leadership Council  
Southern California Partnership for Jobs  
State Building & Construction Trades Council of California  
Teichert Construction  
Transportation Agency for Monterey County  
Transportation California  
United Contractors  
United Contractors  
Vulcan Materials Company

### **Opposition**

None on file



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2157      **Version:** 1      **Name:**

**Type:** Assembly Bill      **Status:** Commission Approval

**File created:** 12/7/2016      **In control:** Legislation Committee

**On agenda:** 1/13/2017      **Final action:**

**Title:** AB 28 (Frazier): Renewal of Caltrans Authority to Assume Responsibility for Approving Highway Projects under the National Environmental Policy Act (NEPA)

Extension of the Federal Highway Administration Delegation of National Environmental Policy Act review to Caltrans.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4c AB 28 Frazier NEPA Delegation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

AB 28 (Frazier): Renewal of Caltrans Authority to Assume Responsibility for Approving Highway Projects under the National Environmental Policy Act (NEPA)

Extension of the Federal Highway Administration Delegation of National Environmental Policy Act review to Caltrans.

**Presenter:**

Rebecca Long

**Recommended Action:**

Support / Commission Approval

**Attachments:**



METROPOLITAN  
TRANSPORTATION  
COMMISSION

**Agenda Item 4c**

Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105  
TEL 415.778.6700  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

*Memorandum*

TO: Legislation Committee

DATE: January 6, 2016

FR: Executive Director

W. I. 1131

RE: AB 28 (Frazier): Renewal of Caltrans Authority to Assume Responsibility for Approving Highway Projects under the National Environmental Policy Act (NEPA)

**Background**

Assembly Bill 28 (Frazier) would extend the ability for California to assume responsibility for federal environmental review and approval of highway projects. This federal program, known as the Surface Transportation Project Delivery Program (23 USC 327), was established in 2005 as a pilot effort to streamline federal environmental processes. Caltrans became the first state DOT to participate in 2007 and reports time savings averaging between 5 months to over 10 years, depending on the type of document under review. Since assuming this role, Caltrans has completed almost 11,000 environmental approvals. On January 1, 2017, however, the statute enabling Caltrans to assume responsibility for reviewing environmental documents under the National Environmental Policy Act (NEPA) expired, jeopardizing the schedule of all highway projects in the NEPA review pipeline. To address this problem as soon as possible, AB 28 is an urgency statute that would take effect immediately.

**Recommendation: Support**

**Discussion**

In order to assume full responsibility for federal environmental review and approval, a state must waive its right to sovereign immunity under the 11th amendment to the U.S. Constitution. Waiving sovereign immunity enables a state to assume sole liability for NEPA actions, meaning that the state may be sued in federal court. The Legislature has granted this waiver of sovereign immunity, but has done so only on a limited-term basis since the program was originally established as a pilot program. Given the program's success in shortening the environmental review process and the fact that the program is now authorized on a long-term basis under federal law, AB 28 would extend the waiver of sovereign immunity indefinitely.

While various bills sought to address this looming deadline last year, including the 2016 transportation funding bill, none were enacted, resulting in an unfortunate freeze on Caltrans' ability to review or take any action under NEPA except for historic/cultural resource review. Environmental clearances subject to the NEPA delegation include both NEPA-only requirements and concurrent NEPA/California Environmental Quality Act (CEQA) requirements. California's NEPA assignment currently applies only to FHWA-administered projects so does not affect projects funded solely with Federal Transit Administration (FTA) funds.

To help AB 28 get through the process as quickly as possible, staff exercised our urgency procedures allowing us to communicate MTC support, with the approval of the Chair of the Commission and the Chair of the Legislation Committee, in advance of Committee/Commission action. Today we seek your concurrence with that position so that we can minimize delay to Bay Area projects subject to NEPA review.

### **Known Positions**

#### **Support**

Alameda County Transportation Commission  
Association of Environmental Professionals  
California Association of Councils of Government  
California State Association of Counties  
City/County Association of Governments of San Mateo County  
Imperial County Transportation Commission  
Merced County Association of Governments  
Mobility 21  
Regional Climate Protection Authority  
Riverside County Transportation Commission  
San Bernardino Associated Governments  
San Francisco County Transportation Authority  
San Joaquin Valley Regional Planning Agencies  
Santa Barbara County Association of Governments  
Self-Help Counties Coalition (sponsor)  
Sonoma County Transportation Authority  
Transportation Agency for Monterey County  
Transportation California

#### **Oppose**

None on file



---

Steve Heminger

SH: rl





# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2191      **Version:** 1      **Name:**

**Type:** Senate Bill      **Status:** Commission Approval

**File created:** 12/16/2016      **In control:** Legislation Committee

**On agenda:** 1/13/2017      **Final action:**

**Title:** Affordable Housing Funding: SB 2 (Atkins) / SB 3 (Beall)

Affordable housing funding proposals.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4d Affordable Housing SB 2 \(Atkins\) and SB 3 \(Beall\)](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

Affordable Housing Funding: SB 2 (Atkins) / SB 3 (Beall)

Affordable housing funding proposals.

**Presenter:**

Georgia Gann Dohrmann

**Recommended Action:**

Support / Support / Commission Approval

**Attachments**



METROPOLITAN  
TRANSPORTATION  
COMMISSION

**Agenda Item 4d**  
Bay Area Metro Center  
375 Beale Street  
San Francisco, CA 94105  
TEL 415.778.6700  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

## *Memorandum*

TO: Legislation Committee

DATE: January 6, 2017

FR: Executive Director

W. I. 1131

RE: Affordable Housing Funding: SB 2 (Atkins)/SB 3 (Beall)

### **Background**

The Legislature is expected to consider numerous proposals to address the state's affordable housing crisis this year. Senate Democrats have introduced an early effort, the "California Rebuild" infrastructure package, which includes two affordable housing funding measures in addition to transportation, water, and parks infrastructure funding proposals. Senate Bill 2 (Atkins) would create a permanent source of affordable housing funding through imposing a new \$75 fee on real estate transaction documents. Senate Bill 3 (Beall) would authorize a \$3 billion statewide housing bond with the intent of addressing the affordable housing stock shortage with upfront investment. Staff recommends MTC support these housing elements as part of our affordable housing funding advocacy efforts, as outlined in the 2017 State Advocacy Program.

### **Recommendation: Support**

### **Discussion**

#### **Senate Bill 2 (Atkins): The Building Homes and Jobs Act**

SB 2, authored by Senator Toni Atkins and sponsored by Housing California and the California Housing Consortium, would generate ongoing revenue for a newly-established Building Homes and Jobs Trust Fund through a \$75 fee on document recordings for various real estate transactions, such as refinancing or adding a line of credit (fees do not apply to residential and commercial sales). The bill closely resembles AB 1335 (Atkins), proposed in 2015, and SB 391 (DeSaulnier), proposed in 2013, which MTC and many other organizations supported.

The Assembly Appropriations Committee estimated in 2015 that ongoing recording fee revenues would range from \$300 - \$500 million annually. Affordable homeownership programs would receive 20 percent of the funds, 10 percent would be reserved for agricultural worker housing, and the remainder would be available for a wide range of affordable housing construction and homeownership programs, including supplementing local and regional housing funds. SB 2, unlike previous proposals, includes eligibility for community plan updates and financial incentives for local governments to approve new low-income housing. Funds would be administered by the State Department of Housing and Community Development (HCD) pursuant to a Building Homes and Jobs Investment Strategy that HCD is tasked with developing and updating every five years.

SB 2 has numerous co-authors, including many members of MTC's delegation, such as Senators Beall, Dodd, Skinner, Wieckowski, and Wiener and Assembly Members Bonta and Thurmond.

**Senate Bill 3 (Beall): Affordable Housing Bond Act of 2018**

SB 3 (Beall) would authorize a \$3 billion statewide housing bond, subject to voter approval in the 2018 general election. Similar to Proposition 46 (2002) and 1C (2006), bond proceeds would be allocated to existing affordable housing rental and homeownership programs, as well as to support infill development projects. Funding would be distributed as follows:

- \$1.5 billion to the existing Multifamily Housing Program
- \$600 million to the Transit-Oriented Development and Infill Infrastructure Fund, created by the legislation and distributed as follows:
  - \$200 million to the Transit-Oriented Development Implementation Program
  - \$300 million for the Infill Infrastructure Financing Account; and
  - \$100 million for the Building Equity and Growth in Neighborhoods (BEGIN) Program Fund
- \$600 million to the Special Populations Housing Account, created by the legislation and distributed as follows:
  - \$300 million to the existing Joe Serna, Jr. Farmworker Housing Grant Fund; and
  - \$300 million to the Local Housing Trust Fund to provide matching grants to local public agencies and nonprofits that raise money for affordable housing
- \$300 million for the existing CalHome Program

SB 3 is co-authored by several Bay Area members, including Senators Dodd, Hill, McGuire, and Weiner.

For the reasons outlined above, staff recommends support positions on SB 2 (Atkins) and SB 3 (Beall).

**Known Positions**

**SB 2**

**Support**

Housing California (sponsor)  
California Housing Consortium (sponsor)  
California Association of Realtors  
Bay Area Council

**Oppose**

none received


**SB 3**

**Support**

none received

**Oppose**

none received

  
\_\_\_\_\_  
Steve Keminger



# Metropolitan Transportation Commission

375 Beale Street, Suite 800  
San Francisco, CA 94105

## Legislation Details (With Text)

**File #:** 17-2139      **Version:** 1      **Name:**

**Type:** Report      **Status:** Informational

**File created:** 11/30/2016      **In control:** Legislation Committee

**On agenda:** 1/13/2017      **Final action:**

**Title:** Tom Bulger's Report

Report from MTC's advocate in Washington D.C.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [5a Tom Bulger's DC Report Dec 2016](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**Subject:**

Tom Bulger's Report

Report from MTC's advocate in Washington D.C.

**Presenter:**

Randy Rentschler

**Recommended Action:**

Information

**Attachments**

## December 2016 Monthly Report for MTC



**To:** Steve Heminger, Executive Director MTC

**From:** Tom Bulger, President GRI

**Date:** December 27, 2016

**Re:** Monthly Report for December 2016

- **Elaine Chao to be Next Department of Transportation (DOT) Secretary**
- **Continuing Resolution (CR) Extended to April 28, 2017**
- **Trump Infrastructure Task Force**
- **Senator Elect Kamala Harris (D-Calif.) Committees**
- **Metropolitan Planning Organization (MPO) DOT Rule**
- **House Transportation & Infrastructure Roundtable on Autonomous Vehicles**
- **DOT Rule for Vehicles to Talk to Each Other**
- **Meetings**

### **Elaine Chao to be Next Department of Transportation (DOT) Secretary**

President-Elect Donald Trump has announced that he will nominate Elaine Chao to be Secretary of Transportation. This nomination is an inside the Beltway move. She was formerly the USDOT Deputy Secretary from 1989 to 1991. She is also married to the Senate Majority Leader Senator Mitch McConnell (R-Ky.).

Senate confirmation is a sure bet.

### **Continuing Resolution (CR) Extended to April 28, 2017**

On December 9, 2016, the Senate approved a CR Appropriations bill at current FY 2016 levels through April 28, 2017. Unfortunately, since the measure is at last fiscal year's funding levels, increases authorized by the Fixing America's Surface Transportation (FAST) Act will not be funded. The Federal Transit Administration is expected to make partial apportionments for formula funds but not for Capital Investments.

### **Trump Infrastructure Task Force**

The President elect is said to be preparing an infrastructure task force. The task force will not be Cabinet level but will play a role in coordinating among federal, state, local officials and private investors. In recent days, there are new signals that the Trump Infrastructure plan may be losing out to Tax reform, repealing Obamacare and finishing up the FY 2017 Appropriations.

### **Senator Elect Kamala Harris (D-Calif.) Committees**

Senator Elect Harris's has been assigned to the following Committees: Budget Committee, Environment and Public Works, Homeland Security and Government Affairs, and Intelligence Committee.

### **Metropolitan Planning Organization (MPO) DOT Rule**

In December, the DOT issued a Final Rule which revises the transportation planning regulations to promote more effective regional planning by MPO's and the states. Note that this Final Rule has no statutory basis. For MTC the Final Rule provides for an exemption through the Governor.

### **House Transportation & Infrastructure Roundtable on Autonomous Vehicles**

On December 6, 2016, I attended the House Highways and Transit Subcommittee's roundtable on how autonomous vehicles (AV) will impact the nation's surface transportation systems. In last year's FAST Act, there's \$60 million in grants for FY 2016-2020 for Advanced Transportation and Congestion Management Technologies Deployment including autonomous vehicles.

The panelists all said that the United States is the leader in this space and we need to have a regulatory framework that is consistent and built on safety. California has proposed regulations that companies that test AV's must certify that they meet National Highway Traffic Safety Administration's vehicle performance via a 15-point safety assessment.

### **DOT Rule for Vehicles to Talk to Each Other**

On December 13, 2016, the DOT proposed a rule that would require all cars and light duty trucks to have technology that can send and receive basic safety messages to other vehicles. The signals would come from the use of dedicated short range radio communications. The nation's communications providers also want access to this short-range spectrum bandwidth re. Wi-Fi enabled devices.

### **Meetings**

Meetings with the Intelligent Transportation Society of America staff concerning working with Association of Metropolitan Planning Organizations.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Memoranda of Understanding with SEIU, Local 1021 Rank and File and Service Line Supervisors Units

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/6 approving the Memoranda of Understanding with SEIU Local 1021 Rank and File and Service Line Supervisors Units, for the period of July 1, 2016 through June 30, 2019.

**FISCAL IMPACT:**

The estimated cost of the negotiated contract is \$3.3 million for FY 2016/17 (approximately \$2.2 million is due to the mid-year 5% wage increase); \$6.3 million for FY 2017/18 (\$4.4 million from the full year cost of the January 1, 2017, 5% wage increase and \$1.7 million from the July 1, 2017, 2% wage increase); and \$9.0 million for FY 2018/19 (\$2.6 million from the July 1, 2018, 3% wage increase).

**BACKGROUND:**

The SEIU, Local 1021 Rank and File and Service Line Supervisors Units began bargaining with Contra Costa County March 22, 2016. A Tentative Agreement was reached between the County and SEIU on December 17, 2016 and ratified on December 29, 2016. The resulting Memoranda of Understanding (MOUs) are attached.

A summary of the changes follow.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director



## BACKGROUND: (CONT'D)

>

### SEIU, Local 1021 (Rank and File)

#### Duration of Agreement - Section 54.4

- The term of the agreement is July 1, 2016 through June 30, 2019.

#### General Wages - Section 5.1

- Effective on the first day of the month following ratification by the Union, the base rate of pay will be increased by five percent (5%).
- Effective July 1, 2017, the base rate of pay will be increased by two percent (2%).
- Effective July 1, 2018, the base rate of pay will be increased by three percent (3%).

#### Lump Sum Ratification Payment – Section 5.2

- Permanent active employees, including project employees will receive a one-time lump sum ratification payment of one thousand dollars (\$1,000).
- Permanent active part-time employees, including part-time project employees will receive a pro-rated amount of the ratification payment.
- Permanent-intermittent, temporary, and per diem employees are not eligible for the ratification payment.
- In order to qualify for the ratification payment, employees must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

#### Health, Life & Dental Care – Section 18

- New Section 18.7.d added to establish new County contribution subsidy for active employees who enroll or have already enrolled in Kaiser Permanente Plan A for the 2017 plan year. A special open enrollment for health care is to be held during the month of January 2017.
- Health Care Re-Opener Side Letter (dated October 6, 2015) incorporated into the MOU.
- Side letter regarding Voluntary Vision Plan and Health Savings Account (dated October 18, 2016) incorporated into the MOU.

#### Written Statement for New Employees – Section 2.9

- Time allotted for Union presentations during new employee orientation meetings increased from fifteen (15) minutes to thirty (30) minutes.

#### Chapter Officers – Section 4.3

- Parties agreed to adhere to current weekly hours limitation (16 hours) for designated Chapter Officers.

#### Pay Warrant Errors – Section 5.17

- The retroactive period to recover overpayments or underpayments to an employee reduced from two (2) years to six (6) months. The new retroactive period is to apply on a prospective basis upon the Board of Supervisor's adoption of the MOU.

#### Compensatory Time – Section 7.2

- Language revised to clarify that employees do not need to re-elect compensatory time each year.

#### Grievance Procedure – Section 25

- References to "Human Resources Director" removed and replaced with "Employee Relations Officer or his/her designee."
- Language added to clarify that the time limit for discipline appeals is governed by Section 24.5 (Procedure on Dismissal, Suspension, or Demotion)

### Mileage – Section 28

- Language revised to clarify that Administrative Bulletin on Expense Reimbursement will govern reimbursement for mileage.
- New section added regarding Commuter Benefit Program.

### Safety Program – Section 34

- Language revised regarding the structure of the Employment and Human Services Department's safety committee.

### Meal Reimbursement – Section 39

- Language revised to clarify that Administrative Bulletin on Expense Reimbursement will govern reimbursement for meal expenses.

### Permanent-Intermittent Health Plan – Section 45

- Section regarding health plan for permanent-intermittent employees deleted from MOU.

### Student Worker/Administrative Intern – Section 50.1.C

- References to "Student Worker/Administrative Intern" changed to "Student Intern."

### Health Benefits for Temporary Employees – Section 50.7.F

- Section deleted regarding health benefits for temporary employees.

### Project Employees – New Section 51

- Attachment C regarding project positions incorporated into MOU body.

### The following Attachments deleted from the MOU

- Attachment B – Medical/Dental/Life Insurance Adjustments
- Attachment D – Side Letter regarding Customer Service Agent I & II Permanent-Intermittent Employees
- Attachment F – California Health Benefits Exchange Package

## **SEIU, Local 1021 (Service Line Supervisors)**

### Duration of Agreement - Section 54.4

- The term of the agreement is July 1, 2016 through June 30, 2019.

### General Wages - Section 5.1

- Effective on the first day of the month following ratification by the Union, the base rate of pay will be increased by five percent (5%).
- Effective July 1, 2017, the base rate of pay will be increased by two percent (2%).
- Effective July 1, 2018, the base rate of pay will be increased by three percent (3%).

### Lump Sum Ratification Payment – Section 5.2

- Permanent active employees, including project employees will receive a one-time lump sum ratification payment of one thousand dollars (\$1,000).
- Permanent active part-time employees, including part-time project employees will receive a pro-rated amount of the ratification payment.
- Permanent-intermittent, temporary, and per diem employees are not eligible for the ratification payment.
- In order to qualify for the ratification payment, employees must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

### Health, Life & Dental Care – Section 19

- New Section 19.7.d added to establish new County contribution subsidy for active employees who enroll or have already enrolled in Kaiser Permanente Plan A for the 2017 plan year. A special open enrollment for health care will be held during the month of January 2017.
- Health Care Re-Opener Side Letter (dated October 6, 2015) incorporated into the MOU.
- Side letter regarding Voluntary Vision Plan and Health Savings Account (dated October 18, 2016) incorporated into the MOU.

### Written Statement for New Employees – Section 2.9

- Time allotted for Union presentations during new employee orientation meetings increased from fifteen (15) minutes to thirty (30) minutes.

### Union Representatives – Section 4.2

- Parties agreed to adhere to current weekly hours limitation (5 hours) for designated Union representatives.

### Pay Warrant Errors – Section 5.16

- The retroactive period to recover overpayments or underpayments to an employee reduced from two (2) years to six (6) months. The new retroactive period is to apply on a prospective basis upon the Board of Supervisor's adoption of the MOU.

### Shift Differential – Section 10

- References to “temporary employees” removed from section.

### Grievance Procedure – Section 25

- References to “Human Resources Director” removed and replaced with “Employee Relations Officer or his/her designee.”
- Language added to clarify that the time limit for discipline appeals is governed by Section 24.5 (Procedure on Dismissal, Suspension, or Demotion)

### Mileage – Section 29

- Language revised to clarify that Administrative Bulletin on Expense Reimbursement will govern reimbursement for mileage.
- New section added regarding Commuter Benefit Program.

### Project Employees – New Section 31

- New section added regarding limitations of project employees.

### Safety Program – Section 36

- Language revised regarding the structure of the Employment and Human Services Department's safety committee.

### Meal Reimbursement – Section 39

- Language revised to clarify that Administrative Bulletin on Expense Reimbursement will govern reimbursement for meal expenses.

### Permanent-Intermittent Health Plan – Section 45

- Section regarding health plan for permanent-intermittent employees deleted from MOU.

### The following Attachment deleted from the MOU

- Attachment B – Medical/Dental/Life Insurance Adjustments

CONSEQUENCE OF NEGATIVE ACTION:

The County will continue to be out of contract with SEIU Local 1021 and may experience recruitment and retention difficulties.

ATTACHMENTS

Resolution No. 2017/6

SEIU 1021 R&F MOU 7/1/2016-6/30/2019

SEIU 1021 SLS MOU 7/1/2016-6/30/2019

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

Adopted this Resolution on 01/17/2017 by the following vote:

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



**Resolution No. 2017/6**

**In The Matter Of:** Memorandum of Understanding with SEIU Local 1021 Rank and File and Service Line Supervisors Units, for the period of July 1, 2016 through June 30, 2019

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa and all districts of which it is the ex-officio governing Board **RESOLVES THAT:**

The Board **ADOPT** the Memoranda of Understanding (MOU) between Contra Costa County and SEIU Local 1021 Rank and File and Service Line Supervisors, providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2016 through June 30, 2019, for those classifications represented by that employee organization. A copy of each of the MOUs 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: January 17, 2017**

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

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CONTRA COSTA COUNTY**

**AND**

**SEIU, LOCAL 1021  
RANK AND FILE UNIT**



**JULY 1, 2016 - JUNE 30, 2019**

**SEIU, LOCAL 1021  
RANK AND FILE UNIT**

**TABLE OF CONTENTS**

<b><u>DEFINITIONS</u></b>	.....	2
<b><u>SECTION 1</u></b>	<b><u>UNION RECOGNITION</u></b> .....	4
<b><u>SECTION 2</u></b>	<b><u>UNION SECURITY</u></b>	
2.1	Dues Deduction.....	4
2.2	Agency Shop.....	4
2.3	Maintenance of Membership .....	6
2.4	Union Dues Form .....	6
2.5	Withdrawal of Membership .....	6
2.6	Communicating with Employees.....	6
2.7	Use of County Buildings .....	7
2.8	Advance Notice .....	7
2.9	Written Statement for New Employees .....	8
<b><u>SECTION 3</u></b>	<b><u>NO DISCRIMINATION</u></b> .....	8
<b><u>SECTION 4</u></b>	<b><u>SHOP STEWARDS AND OFFICIAL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings.....	8
4.2	Union Steward and Office Representatives .....	9
4.3	Chapter Officers .....	9
4.4	Office Stewards .....	9
4.5	Department Notification .....	10
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	General Wages .....	10
5.2	Lump Sum Ratification Payment .....	10
5.3	Entrance Salary.....	11
5.4	Anniversary Dates .....	11
5.5	Increments Within Range .....	11
5.6	Part-Time Compensation .....	12
5.7	Compensation for Portion of Month .....	12
5.8	Position Reclassification.....	12
5.9	Salary Reallocation and Salary on Reallocation .....	13
5.10	Salary on Promotion.....	13
5.11	Salary on Appointment From a Layoff List.....	14
5.12	Salary on Involuntary Demotion.....	14
5.13	Salary on Voluntary Demotion .....	14
5.14	Transfer.....	14
5.15	Pay for Work in Higher Classification.....	15
5.16	Payment.....	16
5.17	Pay Warrant Errors.....	16
<b><u>SECTION 6</u></b>	<b><u>DAYS AND HOURS OF WORK</u></b>	
6.1	Definitions .....	17
6.2	Staggered Work Schedule.....	18

6.3	Automated Timekeeping Implementation.....	20
6.4	Time Reporting/Time Stamping .....	20
<b><u>SECTION 7</u></b>	<b><u>OVERTIME, COMPENSATORY TIME, &amp; STRAIGHT TIME</u></b>	
7.1	Overtime.....	20
7.2	Compensatory Time .....	21
7.3	Part-Time Differential.....	22
7.4	Straight Time Pay and Straight Time Compensatory Time .....	22
<b><u>SECTION 8</u></b>	<b><u>CALL-BACK TIME PAY</u></b> .....	23
<b><u>SECTION 9</u></b>	<b><u>ON-CALL DUTY</u></b> .....	23
<b><u>SECTION 10</u></b>	<b><u>SHIFT DIFFERENTIAL</u></b> .....	24
<b><u>SECTION 11</u></b>	<b><u>WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT</u></b>	
11.1	Workforce Reduction .....	25
11.2	Separation Through Layoff .....	26
11.3	Notice .....	28
11.4	Special Employment Lists .....	28
11.5	Reassignment of Laid Off Employees.....	29
<b><u>SECTION 12</u></b>	<b><u>HOLIDAYS</u></b>	
12.1	Holidays and Personal Holiday Credit .....	29
12.2	Holiday is Observed (NOT WORKED).....	30
12.3	Holiday is WORKED .....	32
12.4	Holiday and Compensatory Time Provisions .....	34
12.5	Permanent-Intermittent Employees .....	35
<b><u>SECTION 13</u></b>	<b><u>VACATION LEAVE</u></b>	
13.1	Vacation Allowance .....	35
13.2	Vacation Accrual Rates .....	35
13.3	Accrual During Leave Without Pay .....	37
13.4	Vacation Allowance for Separated Employees .....	37
13.5	Vacation Preference .....	37
<b><u>SECTION 14</u></b>	<b><u>SICK LEAVE</u></b>	
14.1	Purpose of Sick Leave.....	37
14.2	Credits to and Charges Against Sick Leave.....	37
14.3	Policies Governing the Use of Paid Sick Leave .....	38
14.4	Administration of Sick Leave .....	40
14.5	Disability.....	42
14.6	Workers' Compensation .....	44
14.7	Leave Without Pay .....	46
14.8	State Disability Insurance (SDI).....	46
14.9	General Provisions .....	46
14.10	Procedures.....	47
14.11	Method of Integration.....	47
14.12	Definition .....	48
14.13	Conversion to the New SDI Program.....	48
14.14	Disability Insurance Review Committee.....	48
14.15	Employee Annual Health Examination.....	48



<b><u>SECTION 15</u></b>	<b><u>CATASTROPHIC LEAVE BANK</u></b>	
15.1	Program Design .....	49
15.2	Operation .....	49
<b><u>SECTION 16</u></b>	<b><u>LEAVE OF ABSENCE</u></b>	
16.1	Leave Without Pay .....	50
16.2	General Administration – Leaves of Absence .....	51
16.3	Furlough Days Without Pay .....	52
16.4	Military Leave .....	52
16.5	Family Care Leave or Medical Leave .....	52
16.6	Certification .....	52
16.7	Intermittent Use of Leave .....	52
16.8	Aggregate Use for Spouses .....	53
16.9	Definitions .....	53
16.10	Pregnancy Disability Leave .....	54
16.11	Group Health Plan Coverage.....	54
16.12	Leave Without Pay – Use of Accruals.....	55
16.13	Leave of Absence Replacement and Reinstatement .....	55
16.14	Leave of Absence Return .....	55
16.15	Reinstatement from Family Care Medical Leave .....	56
16.16	Salary Review While on Leave of Absence .....	56
16.17	Unauthorized Absence .....	56
16.18	Non-Exclusivity.....	56
16.19	Time-Off to Vote.....	56
<b><u>SECTION 17</u></b>	<b><u>JURY DUTY AND WITNESS DUTY</u></b>	
17.1	Jury Duty.....	57
17.2	Witness Duty.....	58
<b><u>SECTION 18</u></b>	<b><u>HEALTH, LIFE &amp; DENTAL CARE</u></b>	
18.1	Health Plan Coverages.....	58
18.2	Monthly Premium Subsidy .....	59
18.3	Retirement Coverage .....	60
18.4	Health Plan Coverages and Provisions .....	62
18.5	Family Member Eligibility Criteria .....	62
18.6	Dual Coverage .....	63
18.7	Medical Plan Cost-Sharing on and after January 1, 2016 .....	64
18.8	Life Insurance Benefit Under Health & Dental Plans.....	65
18.9	Supplemental Life Insurance .....	65
18.10	Health Care Spending Account .....	65
18.11	PERS Long-Term Care .....	65
18.12	Voluntary Vision Plan .....	65
18.13	Health Savings Account .....	65
18.14	Dependent Care Assistance Program .....	66
18.15	Premium Conversion Plan.....	66
18.16	Prevailing Section.....	66
18.17	Rate Information.....	66
18.18	Partial Month .....	66
18.19	Coverage During Absences.....	66
18.20	Health Benefit Access for Employees Not Otherwise Covered .....	67
<b><u>SECTION 19</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
19.1	Contribution.....	67

19.2	Retirement Benefits – Non-Safety Employees who become New Members of CCERA on or After January 1, 2013 .....	67
19.3	Safety Employees Retirement .....	68
<b><u>SECTION 20</u></b>	<b><u>PROBATIONARY PERIOD</u></b>	
20.1	Duration .....	69
20.2	Classes With Probation Periods Over Six/Nine Months .....	69
20.3	Revised Probationary Period .....	69
20.4	Criteria .....	69
20.5	Rejection During Probation.....	69
20.6	Regular Appointment.....	70
20.7	Layoff During Probation .....	70
20.8	Rejection During Probation of Layoff Employee .....	71
<b><u>SECTION 21</u></b>	<b><u>PROMOTION</u></b>	
21.1	Competitive Exam .....	71
21.2	Promotion Policy .....	71
21.3	Open Exam .....	71
21.4	Promotion via Reclassification Without Examination .....	71
21.5	Requirements for Promotional Standing .....	72
21.6	Seniority Credits .....	72
21.7	Promotional Employment List-Rule of Five .....	72
21.8	Position Reclassification.....	72
<b><u>SECTION 22</u></b>	<b><u>TRANSFER</u></b>	
22.1	Requirements.....	72
22.2	Transfer Without Examination .....	73
22.3	Procedure.....	73
<b><u>SECTION 23</u></b>	<b><u>RESIGNATIONS</u></b>	
23.1	Resignation in Good Standing .....	74
23.2	Constructive Resignation.....	74
23.3	Effective Resignation.....	74
23.4	Revocation .....	74
23.5	Coerced Resignations .....	74
<b><u>SECTION 24</u></b>	<b><u>DISMISSAL, SUSPENSION AND DEMOTION</u></b>	
24.1	Sufficient Cause for Action .....	75
24.2	Skelly Requirements .....	76
24.3	Leave Pending Employee Response.....	77
24.4	Length of Suspension.....	77
24.5	Procedure on Dismissal, Suspension or Disciplinary Demotion .....	77
24.6	Employee Representation Rights .....	77
<b><u>SECTION 25</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
25.1	Definition and Procedure .....	78
25.2	Step 5. Expedited Board of Adjustment .....	79
25.3	Scope of Arbitration Decisions, and Expedited Board of Adjustment ...	81
25.4	Time Limits.....	81
25.5	Compensation Complaints .....	81
25.6	No Strike .....	82
25.7	Merit Board.....	82

25.8	Filed by Union .....	82
25.9	Union Notification .....	82
<b><u>SECTION 26</u></b>	<b><u>BILINGUAL PROVISIONS</u></b>	
26.1	Salary Differential .....	82
26.2	Spanish Notices of Action .....	82
26.3	Non-English Speaking Caseloads .....	83
26.4	Deferred Compensation Plan – Special Benefit For Hires after January 1, 2010 .....	83
<b><u>SECTION 27</u></b>	<b><u>TRAINING REIMBURSEMENT</u></b> .....	84
<b><u>SECTION 28</u></b>	<b><u>MILEAGE</u></b>	
28.1	Reimbursement for Use of Personal Vehicle .....	85
28.2	Commuter Benefit Program .....	85
<b><u>SECTION 29</u></b>	<b><u>RESPIRE LEAVE WITHOUT PAY</u></b> .....	85
<b><u>SECTION 30</u></b>	<b><u>MENTAL HEALTH SCREENING DIFFERENTIAL</u></b> .....	86
<b><u>SECTION 31</u></b>	<b><u>MEDICAL SOCIAL WORKER LEAD DIFFERENTIAL</u></b> .....	86
<b><u>SECTION 32</u></b>	<b><u>NOTICE OF NEW EMPLOYEES</u></b> .....	86
<b><u>SECTION 33</u></b>	<b><u>PERSONNEL ACTIONS</u></b>	
33.1	Personnel Files.....	86
33.2	Counseling .....	87
33.3	Copies .....	87
33.4	Performance Evaluation .....	88
<b><u>SECTION 34</u></b>	<b><u>SAFETY PROGRAM</u></b> .....	90
<b><u>SECTION 35</u></b>	<b><u>FLEXIBLE STAFFING</u></b>	
35.1	Designated Positions.....	91
35.2	Continuous Testing for Flexibly Staffed Classes.....	91
<b><u>SECTION 36</u></b>	<b><u>CAREER LADDER</u></b> .....	92
<b><u>SECTION 37</u></b>	<b><u>STAFFING ALLOCATIONS AND WORKLOAD DISTRIBUTION</u></b>	
37.1	Staffing Review .....	92
37.2	Department/Union Meetings.....	92
37.3	Department Head & County Administrator Meetings .....	92
37.4	Program Committees.....	93
37.5	Workload Streamlining .....	93
37.6	Maintenance of Positions .....	93
<b><u>SECTION 38</u></b>	<b><u>STAFFING ALLOCATIONS &amp; REASSIGNMENTS</u></b> .....	94
<b><u>SECTION 39</u></b>	<b><u>REIMBURSEMENT FOR MEAL EXPENSES</u></b> .....	95
<b><u>SECTION 40</u></b>	<b><u>PERSONAL PROPERTY REIMBURSEMENT</u></b> .....	95

<b><u>SECTION 41</u></b>	<b><u>LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)</u></b> .....	96
<b><u>SECTION 42</u></b>	<b><u>SERVICE AWARDS</u></b> .....	97
<b><u>SECTION 43</u></b>	<b><u>PERMANENT PART-TIME EMPLOYEE BENEFITS</u></b> .....	97
<b><u>SECTION 44</u></b>	<b><u>PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS BENEFITS</u></b> .....	97
<b><u>SECTION 45</u></b>	<b><u>PROVISIONAL EMPLOYEE BENEFITS</u></b> .....	97
<b><u>SECTION 46</u></b>	<b><u>INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES</u></b> .....	98
<b><u>SECTION 47</u></b>	<b><u>MODIFICATION &amp; DECERTIFICATION</u></b> .....	98
<b><u>SECTION 48</u></b>	<b><u>UNFAIR LABOR PRACTICE</u></b>	
48.1	Filing .....	99
48.2	Unfair Labor Practice - County .....	99
48.3	Unfair Labor Practice - Union .....	99
<b><u>SECTION 49</u></b>	<b><u>TEMPORARY EMPLOYEES</u></b>	
49.1	Recognition .....	99
49.2	Emergency Appointments .....	101
49.3	Agency Shop.....	101
49.4	Agency Shop Deductions .....	102
49.5	Salary .....	103
49.6	Salary Increments Within Range .....	103
49.7	Paid Time Off .....	103
49.8	Provisional Employees .....	104
49.9	Grievance Procedure.....	104
49.10	Positions.....	104
49.11	Special Pays .....	105
<b><u>SECTION 50</u></b>	<b><u>PROJECT EMPLOYEES</u></b> .....	105
<b><u>SECTION 51</u></b>	<b><u>DEPENDENT CARE</u></b> .....	105
<b><u>SECTION 52</u></b>	<b><u>SPECIAL STUDIES AND OTHER ACTIONS</u></b>	
52.1	Differentials .....	106
52.2	Grievance Procedure.....	106
52.3	Job Sharing & Part-Time Job Opportunities.....	106
52.4	Telecommuting Options.....	106
52.5	Reclassification .....	106
52.6	Job Classification .....	106
52.7	Ergonomics .....	106
52.8	Safety Retirement.....	106
<b><u>SECTION 53</u></b>	<b><u>ADOPTION</u></b> .....	107

**SECTION 54**

**SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

54.1	Scope of Agreement.....	107
54.2	Separability of Provisions .....	107
54.3	Personnel Management Regulations.....	107
54.4	Duration of Agreement .....	108

**ATTACHMENTS**

**SUBJECT INDEX**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
SOCIAL SERVICES UNION, LOCAL 1021  
RANK AND FILE UNIT**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of the Contra Costa County Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

## ***DEFINITIONS***

---

### **DEFINITIONS**

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

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

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

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

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

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

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

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

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

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

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

## ***DEFINITIONS***

---

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

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

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

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

**Resignation:** The voluntary termination of permanent service with the County from a position in the merit system.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

**Union:** SEIU Local 1021, Rank and File.



## **SECTION 1 – UNION RECOGNITION**

---

### **SECTION 1 – UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution No. 81/1165.

Community Aide Unit  
Social Services Unit

### **SECTION 2 – UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction or agency fee for all employees in its units.

**2.2 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
1. Become and remain a member of the Union, or
  2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
  3. Do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

## **SECTION 2 – UNION SECURITY**

- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payor covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Union shall provide the Director of Human Resources with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after (June 30) shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the Union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3, 2.4, and 2.5 shall apply to dues-paying members of the Union.

## **SECTION 2 – UNION SECURITY**

---

**2.3 Maintenance of Membership.** All employees represented by the Union who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the classification to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.4 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1 and August 31, any employee assigned to a classification represented by the Union may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1 discontinuance of dues payments to then be reflected in the October 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the

## **SECTION 2 – UNION SECURITY**

Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters

### **SECTION 3 – NO DISCRIMINATION**

within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation, the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification which is in the Social Services Unit or Community Aide Unit that their classification is represented by Local 1021, and the name of a representative of Local 1021. The County shall provide an opportunity for the Union to make a thirty (30) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

### **SECTION 3 – NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, political opinion, sex, sexual orientation, or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age or physical disability.

### **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU;
- D. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;

## **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Union Steward and Office Representatives.** In Departments represented by SEIU 1021, official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Manager, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head or designee.

**4.3 Chapter Officers.** In Departments represented by SEIU 1021, the Union shall designate five (5) representatives who shall be allowed time off on County time with corresponding reduction in work assignments, up to sixteen (16) hours per week per representative, for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Officer or other management representatives on matters within the scope of representation or for the reasons as provided in 4.1.a through 4.1.e above. In each case, advance arrangements for time away from the employee's work assignment shall be made with the Department Head or designee. Such representatives from other departments shall be allowed time off as provided in Section 4.2 and the representatives designated in this Section shall not in the aggregate exceed five (5) employees.

**4.4 Office Stewards.** The Union may designate stewards in the Employment and Human Services and Health Services Departments who may be allowed to attend meetings held on County time for the purposes provided in 4.1.d above. In each case, advance arrangements for time away from the employee's work assignment must be made with the Department Head or designee. The number of stewards for the following offices are:

(a) Employment and Human Services:

Hall Avenue	1
Summit	1
Cavallo	1
Ellinwood (includes Concord One Stop)	2
Marina West (includes N. Richmond SIT)	2
Hercules (includes San Pablo One Stop)	1
4549 Delta Fair	1
4545 Delta Fair (includes Sand Creek)	2

(b) Health Services: 1 for all sites.

## **SECTION 5 – SALARIES**

---

If during the term of this MOU offices are combined or created, the Union may designate one (1) steward for each new office and two (2) stewards for any office with one hundred (100) or more represented employees at the Employment and Human Services Department.

**4.5 Department Notification.** The Union shall notify in writing the Department Head or designee of those persons designated as official representatives and as stewards and of any changes of such designations when made.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A.** Effective on the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective on July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).

Effective on July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

- B.** Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

### **5.2 Lump Sum Ratification Payment**

- A.** Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid a lump sum ratification payment of one thousand dollars (\$1,000). Permanent part-time employees, including project employees, who meet all of the following criteria, will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1,000) by the employee's approved position hours (for example:  $\$1,000 \times (20/40) = \$500$ ).

Criteria:

1. The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.
2. Temporary, permanent-intermittent, and per diem employees are not eligible for the ratification payment.

## **SECTION 5 – SALARIES**

---

- B. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.3 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

**5.4 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployment. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

**5.5 Increments Within Range.** In the Department of Employment and Human Services, the performance of each employee, except those employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary



## **SECTION 5 – SALARIES**

---

date as set forth in Section 5.4 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted based on the overall performance rating of standard or based on the affirmative recommendation of the appointing authority. Based on the overall performance rating of below standard, the appointing authority may recommend denial of the increment subject to one additional review at some specified date before the next anniversary which must be set at the time submitted by the Appointing Authority.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.6 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

**5.7 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.8 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.10 - Salary on Promotion.

**5.9 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.9.

**5.10 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.14, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease

## **SECTION 5 – SALARIES**

---

in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.11 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.12 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.13, shall have his salary reduced to the monthly salary step in the range for the class of position to which he has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he would have achieved had he been continuously in the position to which he has been demoted, all within-range increments having been granted.

**5.13 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, unless the Board provides otherwise by resolution, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.14 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary. However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

## **SECTION 5 – SALARIES**

---

**5.15 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 - Salary on Promotion of this MOU, commencing on the second full day of the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.
- E. The appropriate authorization form has been submitted by the Department Head at least eight (8) days prior to the expiration of the ten (10) day waiting period and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of

## **SECTION 5 – SALARIES**

---

employees appointed to the higher class immediately following termination of the assignment shall remain unchanged.

- J. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.16 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this section, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.17 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received, and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay shall be corrected as soon as possible as to current pay rate but no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

## **SECTION 6 - DAYS AND HOURS OF WORK**

---

### **SECTION 6 - DAYS AND HOURS OF WORK**

#### **6.1 Definitions**

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.
- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).
- H. **Workweek for Twenty Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

## **SECTION 6 - DAYS AND HOURS OF WORK**

---

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three or fewer workers may be clustered with another unit of a like program function in the immediate work area for the purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).
- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.

## ***SECTION 6 - DAYS AND HOURS OF WORK***

---

- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

The Public Health Division of the Health Services Agency shall institute, within clinic and caseload requirements, a staggered hours work schedule plan in which permanent full-time Social Workers and Eligibility Workers shall have the option to request, subject to prior approval of the Department Head or designee, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m., Monday through Friday. The following shall serve as the basic criteria for departmental approval:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 9:00 a.m. to 4:00 p.m.
- B. Work schedules must remain within the hours of 7:30 a.m. and 5:30 p.m. except for specific assignments which may require work beyond those hours.
- C. The selected staggered work schedule shall consist of the same eight (8) hour workdays as is necessary to provide coverage during the hours of 8:00 a.m. to 5:00 p.m. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled subject to the approval of the Department Head or designee. In the event that the Social Worker or Eligibility Worker desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee.
- E. Each proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- F. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- G. Conflicting requests for schedules shall be resolved by the Department Head or designee, and this decision shall be final.
- H. In the event coverage within an area office becomes temporarily reduced as a result of program changes, scheduling revisions, absenteeism, or reductions in staffing,



## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

the department may adjust Social Worker and Eligibility Worker schedules and/or duties to assure that the necessary functions of the department are performed.

- I. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- J. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

**6.3 Automated Timekeeping Implementation:** The Union agrees to the implementation of an Automated Timekeeping System.

**6.4 Time Reporting/Time Stamping:** Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

### **7.1 Overtime.**

- A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:
  - 1) in excess of forty (40) hours per week; or
  - 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour (6 minute) increments and is compensated by either pay or compensatory time off.

- B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

### **7.2 Compensatory Time.**

- A. Employees may elect to accrue compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. At time of appointment, newly appointed employees may elect to accrue compensatory time off in lieu of overtime pay by notifying the department on the approved form.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

A permanent part-time employee shall accrue compensatory time off at the rate of one (1) hour for each hour worked in excess of the employee's regular workweek for those hours which are not authorized overtime.

- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e. eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours worked will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his designee.
- G. When an employee promotes, demotes or transfers from the classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as provided in I. below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances shall be paid off at the straight time rate (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires;
  - 5. the employee is granted a leave of absence.
- J. Compensatory time off shall be taken in increments of one (1) minute.
- K. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this section.

**7.3 Part-Time Differential.** If an employee in the Department of Employment and Human Services, assigned to a permanent part-time position, is requested to work on his/her scheduled day off after the scheduled office hours, such employee shall receive, in addition to their regular base rate of pay, a differential of one-half (½) their regular base rate of pay

### **7.4 Straight Time Pay and Straight Time Compensatory Time.**

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.4.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees

## **SECTION 8 - CALL BACK TIME PAY**

who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this section 7.4, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

### **SECTION 8 - CALL BACK TIME PAY**

- A. A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.
- B. Effective January 1, 2015, permanent full-time and part-time employees in the classifications of Social Casework Specialist I (X0WB) and Social Casework Specialist II (X0VB) who are assigned to the Emergency Response Program (Org. Number 5216) and are contacted by telephone during their on-call duty, will not receive any additional pay if the cumulative total of the telephone conversations does not exceed thirty (30) minutes per on-call shift. If the telephone conversations exceed a cumulative total of thirty (30) minutes up to a maximum of sixty (60) minutes per on-call shift, the employee will be paid telephone call back pay at one and one-half (1.5) times the employee's regular rate of pay in one minute increments up to a maximum of sixty (60) minutes. If the telephone conversations exceed a cumulative total of sixty (60) minutes per on-call shift, the employee will be paid Call Back Time in accordance with Section 8.A. above.

### **SECTION 9 – ON-CALL DUTY**

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

- a. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

## **SECTION 10 – SHIFT DIFFERENTIAL**

- b. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty and such decision is final.

## **SECTION 10 – SHIFT DIFFERENTIAL**

### A. Permanent full-time and permanent part-time employees:

1. Permanent full-time and permanent part-time employees will be paid a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

### B. Permanent Intermittent and Temporary employees:

1. Permanent Intermittent and temporary employees will be paid a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

### **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

### **11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off,



## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment

## **SECTION 12 - HOLIDAYS**

pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

## **SECTION 12 - HOLIDAYS**

**12.1 Holidays and Personal Holiday Credit.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day
- Third Monday in January known as Dr. Martin Luther King, Jr. Day
- Third Monday in February, known as Presidents' Day
- The last Monday in May, known as Memorial Day
- July 4th, known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans' Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving Day
- December 25th, known as Christmas Day

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

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.

## **SECTION 12 - HOLIDAYS**

---

2. For employees who work in twenty-four (24) hour facilities and who are assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
  
- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible.
  
- C. Employees will accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal credits at the employee's then current pay rate.
  
- D. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.
  
- E. Effective July 1, 2014, employees in safety classifications represented by Local 1021 who are assigned to work in twenty-four (24) hour facilities will not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.D., above.
  
- F. Effective July 1, 2014, employees in safety classifications represented by Local 1021 will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B., above, but will accrue two (2) hours per month of personal holiday credit. Such personal holiday credit may be taken in increments of one (1) minute, and preference for the use of personal holiday credit will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### **12.2 Holiday is Observed (NOT WORKED)**

#### **A. Full Time Employees:**

1. **Holidays Observed – Full Time Employees:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to

## SECTION 12 - HOLIDAYS

---

observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.

2. **Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.
3. **Holiday Observed- Full Time Employee Scheduled in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours:** When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

### **B. Part Time Employees:**

1. **Holidays Observed – Part Time Employees:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ( $24/40 \times 8 = 4.8$ ). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."
2. **Holiday Observed on Regular Day off of Part Time Employees:** When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time, in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.

## **SECTION 12 - HOLIDAYS**

---

3. **Holiday Observed- Part Time Employees Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours”**: When the number of hours in a part time employee’s scheduled work day that falls a holiday is more than the employee’s “part time employee’s holiday hours,” the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employees “part time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
  
4. **Holiday Observed- Part Time Employees Scheduled to Work Less than “Part Time Employee’s Holiday Hours”**: When the number of hours in a part time employee’s scheduled work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours,” the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee’s scheduled work hours and the employee’s “part time employee’s holiday hours.”

### **12.3 – Holiday is WORKED.**

#### **A. Full Time Employees:**

1. **Holiday Falls on Regularly Scheduled Work Day of Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules**: When a full time employee works on a holiday that falls on the employee’s regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.
  
2. **Holiday Worked- Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day**: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as “full time employee short shift”), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee’s scheduled full time employee short shift hours.
  
3. **Holiday Falls on Regularly Scheduled Day Off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules**: When a full time employee works on a holiday that falls on the employee’s regularly scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or

## SECTION 12 - HOLIDAYS

---

compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision only applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

### **B. Part Time Employees:**

1. **Holiday Falls on Regularly Scheduled Work Day:** When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."
2. **Holiday Worked- Part Time Employee Scheduled for Less than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee short shift"), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.
3. **Holiday Worked- Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.
4. **Holiday Falls on Regularly Scheduled Day Off of Part Time Employee:** When a part time works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the "part time employee's holiday hours."

## **SECTION 12 - HOLIDAYS**

---

5. **Holiday Worked- Regularly Scheduled Day off in Excess of “Part Time Employee’s Holiday Hours”**: If a part time employee works more than the “part time employee’s holiday hours,” the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the “part time employee’s holiday hours” or flexible compensatory time in recognition of his/her scheduled day off.
  
6. **Holiday Worked- Regularly Scheduled Day off Less Than “Part Time Employee’s Holiday Hours”**: If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee’s short shift hours and the “part time employee’s holiday hours.”

### **12.4 Holiday and Compensatory Time Provisions.**

- A. **Maximum Accruals of Holiday Compensatory Time**: Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
  
- B. **Pay Off of Holiday Compensatory Time**: Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion into a position that is not eligible for holiday compensatory time.
  
- C. **Maximum Accruals of Flexible Compensatory Time**: Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
  
- D. **Pay Off of Flexible Compensatory Time**: Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to

## **SECTION 13 – VACATION LEAVE**

another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion into a position that is not eligible for flexible compensatory time.

- E. Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

**12.5 Permanent-Intermittent Employees:** Permanent-Intermittent employees who work on a holiday will be paid overtime pay at the rate of one and one half (1.5) time his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

## **SECTION 13 – VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.7 – Compensation for Portion of Month of this MOU. Vacation may be taken in increments of one (1) minute and may not be rounded. Vacation credits may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

### **13.2 Vacation Accrual Rates.**

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

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro rata basis as provided in Section 36-1.006 of Board Resolution No. 81/1165.

### **A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.



## **SECTION 13 – VACATION LEAVE**

---

### **Example:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

### **B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

**Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

**C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

**13.3 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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

**13.5 Vacation Preference.** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible.

**SECTION 14 – SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations and memoranda of understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

## **SECTION 14 – SICK LEAVE**

---

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis on one day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

"Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

"Employee" means any person employed by Contra Costa County in an allocated position in the County service.

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

"Condition/Reason" With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

## **SECTION 14 – SICK LEAVE**

---

1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

## **SECTION 14 – SICK LEAVE**

---

- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - 1. For working time used in keeping medical and dental appointments for the employee's own care; and
  - 2. for working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

- A. Employee Responsibilities.
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.

## **SECTION 14 – SICK LEAVE**

---

2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:
1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.A.
  2. Obtaining the employee's signature on the Absence/Overtime Record or on another form established for that purpose, as employee certification of the legitimacy of the claim.
  3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
  4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
  5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

## **SECTION 14 – SICK LEAVE**

---

Department Heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he deems necessary in accordance with appropriate provisions of this MOU.

## **SECTION 14 – SICK LEAVE**

---

- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. a statement of the leave of absence or suspension proposed;
  2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
  3. a statement of the basis upon which the action is being taken;
  4. a statement that the employee may review the materials upon which the action is taken;
  5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not



## **SECTION 14 – SICK LEAVE**

---

sufficient to endanger the health or safety of the employee, other employees, or the public.

- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### **Scope of the Arbitrator's Review.**

- 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  - 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  - 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  - 4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Sections 14 and 15 shall be coordinated with the rehabilitation program as determined by the labor-management committee.

**14.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent regular monthly salary, for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). This provision excludes those safety employees entitled to benefits as defined under the Workers' Compensation Laws of California, Labor Code Section 4850. If Workers' Compensation becomes taxable, the

## **SECTION 14 – SICK LEAVE**

County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Employees who leave work as a result of an on-the-job injury will have the balance of that day charged to continuing pay. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits. A permanent employee shall receive the authorized percentage of regular salary during any period of compensable temporary disability absence. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes permanent, the salary provided in this Section shall terminate. The employee shall return to the County all temporary disability payments received by him/her from any County funded wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which salary payments are made.

The maximum period for the described salary continuation for any one injury or illness shall be one year from the date of temporary disability.

- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is an absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate.

No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

## **SECTION 14 – SICK LEAVE**

---

- C. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, the authorized salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- F. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:
- C = 8 [1 - (W ÷ S)]
  - C = Sick leave or vacation charge per day (in hours)
  - W = Statutory Workers' Compensation for a month
  - S = Monthly salary

**14.7 Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**14.8 State Disability Insurance (SDI).** Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**14.9 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one (1) year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will

## **SECTION 14 – SICK LEAVE**

---

make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments.

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

**14.10 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

**14.11 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

## **SECTION 14 – SICK LEAVE**

---

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is shown below:

- L =  $[(S-D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
- C = Calendar Days in each Month
- D = Estimated Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

**14.12 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**14.13 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Human Resources Department, Benefits Division.

All employee SDI benefit checks received in the Human Resources Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All Employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

**14.14 Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.15 Employee Annual Health Examination.** Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. A chest x-ray will be required if the

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

employee has previously had a positive reaction to a tuberculosis skin test. However, employees will not be required to take x-ray exams in excess of what is required by applicable Federal and State laws.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, said employee will be relocated to an indirect patient contact area.

### **SECTION 15 – CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

### **15.2 Operation.**

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

## **SECTION 16 – LEAVE OF ABSENCE**

---

- C. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.
- D. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donations from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- E. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- F. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- G. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- H. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.
- I. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 – LEAVE OF ABSENCE**

**16.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health

## **SECTION 16 – LEAVE OF ABSENCE**

---

conditions, and family care shall be granted in accordance with applicable state and federal law.

**16.2 General Administration – Leaves of Absence.** Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  - 1. Illness, disability, or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.
  
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
  
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
  
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 16.5 below.
  
- E. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
  
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority granting or denying a leave or early return from leave shall be subject to



## **SECTION 16 – LEAVE OF ABSENCE**

---

appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**16.3 Furlough Days Without Pay.** The existing VTO program shall be continued for the life of the contract.

**16.4 Military Leave.** Any employee who has permanent status and who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence, if necessary, in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**16.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks (less if so requested by the employee) leave for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**16.6 Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**16.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request

---

## **SECTION 16 – LEAVE OF ABSENCE**

---

for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**16.8 Aggregate Use for Spouses.** In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**16.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. the date, if known, on which the serious health condition commenced;
  - 2. the probable duration of the condition;
  - 3. an estimate of the amount of time which the employee needs to render care or supervision;

## **SECTION 16 – LEAVE OF ABSENCE**

---

4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. **Certification for Medical Leave:** A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;
  4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. **Comparable Positions:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**16.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**16.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

---

## **SECTION 16 – LEAVE OF ABSENCE**

---

### **16.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration Section 14.8 – State Disability Insurance, or as provided in the sections below.
- B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long-Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**16.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11.E - Seniority, Workforce Reduction, Layoff, and Reassignment shall apply.

**16.14 Leave of Absence Return.** In the Department of Employment and Human Services an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Department of Employment and Human Services shall notify the employee of the final date by which they shall return to be assigned to the same position control number.

## **SECTION 16 – LEAVE OF ABSENCE**

---

**16.15 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) workdays of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**16.16 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**16.17 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of a leave shall be without pay. Such absence may also be grounds for disciplinary action.

**16.18 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

**16.19 Time Off to Vote.** Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section, must submit a written request, at least two (2) working days in advance, to his or her immediate supervisor, stating the following: name; job classification; department; a statement "I am a registered voter"; geographic location and address of the employee's polling place; amount of time off requested and whether it is to be at the beginning or end of the employee's regular workday; and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

## ***SECTION 17 – JURY DUTY AND WITNESS DUTY***

### **SECTION 17 – JURY DUTY AND WITNESS DUTY**

**17.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, or Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

- a. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
- b. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

---

**17.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them (other than mileage allowances) or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 17.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

### **18.1 Health Plan Coverages.**

The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

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

Medical Plans:

All employees will have access to the following medical plans:

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design

**SECTION 18 - HEALTH, LIFE & DENTAL CARE**

and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

**18.2 Monthly Premium Subsidy:**

A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

<b>Health &amp; Dental Plans</b>	<b>Employee</b>	<b>Employee +1 Dependent</b>	<b>Employee +2 or More Dependents</b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PML) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PML) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PML) without a Health Plan	\$27.31	\$59.03	\$59.03

B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County’s contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. **Joint Labor/Management Benefit Committee.** The Unions and County agree to create a Joint Labor/Management Benefit Committee (“Benefit Committee”) and convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 18 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will be composed of two (2) representatives (not including



## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefits Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.

The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

### **18.3 Retirement Coverage:**

#### **A. Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 18.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

#### **B. Employees Who File For Deferred Retirement:** Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

---

3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.
  5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

- D. Subject to the provisions of Section 18.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 18.3 only, “eligible family members” does not include Survivors of employees or retirees.

**18.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee’s full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**18.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

### **A. Health Insurance**

- 1. Eligible Dependents:
  - a. Employee’s Legal Spouse
  - b. Employee’s qualified domestic partner
  - c. Employee’s child to age 26
  - d. Employee’s Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child’s attainment of age 19.
- 2. “Employee’s child” includes natural child, child of a qualified domestic

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

#### **1. Eligible Dependents:**

- a. Employee's Legal Spouse
- b. Employee's qualified domestic partner
- c. Employee's unmarried child who is:
  - (1) Under age 19; or
  - (2) Age 19, or above, but under age 24; and,
    - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
    - ii. Receives at least 50% of support from Employee; and,
    - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
- d. Employee's Disabled Child who is:
  - (1) Over age 19,
    - i. Unmarried; and,
    - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **18.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 18.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 18.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

### **18.7 Medical Plan Cost-Sharing on and after January 1, 2016.**

- a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 18.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan 4310	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 18.7.a., above, for medical plans.
- c. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 18.7.b, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

- d. Notwithstanding subsections a. and b. of 18.7, above, beginning the month following a special open enrollment in the 2017 plan year, the County will pay for active employees the following total amounts for the Kaiser Permanente Health Plan A:

**SECTION 18 - HEALTH, LIFE & DENTAL CARE**

---

Medical Plan	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Kaiser Permanente Health Plan A	\$496.07	\$938.73	\$1,623.57

For each subsequent plan year during the term of the agreement, the premium increase cost-sharing referenced in subsection 18.7.b., above, for the Kaiser Permanente Plan A only will be in addition to the amounts paid by the County in this subsection 18.7.d.

**18.8 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**18.9 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**18.10 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

**18.11 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**18.12 Voluntary Vision Plan:** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

**18.13 Health Savings Account:** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice

## **SECTION 18 - HEALTH, LIFE & DENTAL CARE**

on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent-intermittent employees.

**18.14 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**18.15 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**18.16 Prevailing Section:** To the extent that any provision of this Section (Section 18 - Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 18 - Health, Life & Dental Care) will prevail.

**18.17 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**18.18 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**18.19 Coverage During Absences.**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified

## **SECTION 19 – RETIREMENT CONTRIBUTION**

by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**18.20 Health Benefit Access for Employees Not Otherwise Covered.** To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

## **SECTION 19 – RETIREMENT CONTRIBUTION**

**19.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees’ basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees’ Retirement Association. Employees are also responsible for the payment of the employees’ contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees’ contributions. Except as provided in section 19.3 (Safety Employees Retirement) subsection A, the County is responsible for one hundred percent (100%) of the employer’s retirement contributions determined annually by the Board of Retirement.

### **19.2 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013.**

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.



## **SECTION 19 – RETIREMENT CONTRIBUTION**

---

### **19.3 Safety Employees Retirement**

#### **A. Tier A Enhanced Retirement Benefits – Safety Employees Hired or Re-hired Before January 1, 2013, or who, under PEPRA, do not become New Members of CCCERA.**

1. For employees who are hired or rehired by the County before January 1, 2013, or who are initially hired after that date but, under PEPRA, do not become New Members, and who are safety members of CCCERA, the retirement formula shall be “3 percent at 50”. The cost of living adjustment (COLA) to the retirement allowance of these employees shall not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer’s contribution for the cost of this Tier A safety retirement benefit. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. “Retirement base” means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.
  - a. Effective January 1, 2014, and through December 31, 2014, each employee in Tier A will pay four and one-half percent (4.5%) of his or her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit. Employees who, after January 1, 2014, continued to pay nine percent (9%) of their retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit, will have the four and one-half percent (4.5%) difference that the employees paid between January 1, 2014, and date the MOU is adopted by the Board of Supervisors, refunded as a retirement deduction adjustment on their May 10, 2014 pay.
  - b. Effective January 1, 2015, and through June 30, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of his or her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit.
  - c. Effective June 30, 2015 at 11:59 p.m., the employee’s payment of two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit will cease.
2. Subsection A, subpart (1) above, applies to employees who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA.

#### **B. Safety Retirement Benefit – Employees who become Safety New Members of CCCERA on or after January 1, 2013.**

1. For employees who, under PEPRA, become Safety New Members of CCCERA after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA),

## **SECTION 20 – PROBATIONARY PERIOD**

(Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to these employees who, under PEPRA, become Safety New Members of CCCERA. For such employees hired by the County on or after June 30, 2014, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

### **SECTION 20 – PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

**20.2 Classes With Probation Periods Over Six/ Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

None.

**20.3 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous unpaid absence exceeding fifteen (15) calendar days, except as otherwise provided by law.

For those employees appointed to permanent-intermittent positions with a nine (9) months probation period, probation will be considered completed upon serving fifteen hundred (1,500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the

## **SECTION 20 – PROBATIONARY PERIOD**

---

probationary period based on political or religious affiliations or opinions, Union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

## **SECTION 21 – PROMOTION**

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.8 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exam.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

**21.4 Promotion via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for one (1) year.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.
- d. The action must have approval of the Director of Human Resources.

## **SECTION 22 – TRANSFER**

---

- e. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**21.7 Promotional Employment List-Rule of Five.** On each request for personnel from a promotional employment list for a class, five (5) names shall be certified. If more than one (1) position is to be filled in such class in a department at the same time and from the same request for personnel, the number of names to be certified from such promotional appointment list shall be equal to the number of positions to be filled plus four (4).

**21.8 Position Reclassification.** County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at County expense.

## **SECTION 22 – TRANSFER**

**22.1 Requirements.** The following conditions are required in order to qualify for transfer:

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;
- B. the employee shall have permanent status in the merit system and shall be in good standing;
- C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;

## **SECTION 23 – RESIGNATIONS**

- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Without Examination.** With the approval of the appropriate appointing authority/authorities and the consent of the employee, the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

- A. the duties and responsibilities of the position from which the employee is being transferred are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.
- B. the employee must possess the minimum qualifications for the job classification to which the employee is being transferred.
- C. the employee must serve the probationary period required for the classification into which the employee is being transferred.
- D. an employee rejected during the probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

The Director of Human Resources, upon request, will provide written justification for invoking this section.

**22.3 Procedure.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall, if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

## **SECTION 23 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

## **SECTION 23 – RESIGNATIONS**

---

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period, up to four (4) weeks, for a specific reason, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or on another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority, except that an oral resignation rescinded in writing by the end of the workday following the oral resignation will be accepted by the appointing authority.

**23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

employee's appeal rights under the grievance procedure contained in Section 25 – Grievance Procedure of the MOU beginning with Step C.

- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend or demote any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. absence without leave,
- B. conviction of any criminal act involving moral turpitude,
- C. conduct tending to bring the merit system into disrepute,
- D. disorderly conduct,
- E. incompetence or inefficiency,
- F. insubordination,
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- H. neglect of duty, i.e. non-performance of assigned responsibilities
- I. negligent or willful damage to public property or waste of public supplies or equipment,
- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- M. misappropriation of County funds or property,



## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- O. dishonesty or theft,
- P. excessive or unexcused absenteeism and/or tardiness.
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

---

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

---

Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or any extension, the right to respond is lost.

**24.3 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.4 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the provisions of Section 24.2 - Skelly Requirements, where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals From Order. The employee may appeal an order of dismissal, suspension or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 – Grievance Procedure of this MOU.

**24.6 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

### **SECTION 25 – GRIEVANCE PROCEDURE**

**25.1 Definition and Procedure.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 24.5 – Procedure on Dismissal, Suspension, or Disciplinary Demotion. Grievances will be processed in the following manner:

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head 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, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the union, and the Department within fifteen (15) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

## **SECTION 25 – GRIEVANCE PROCEDURE**

**Step 4 Mediation.** Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5 Arbitration.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work 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 Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Step 5. Expedited Board of Adjustment.** If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) union representatives from the unions participating in the EBA process, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.

- b. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### Procedures

- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Human Resources staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

- H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

### **25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may 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 under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 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 or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County 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.

**25.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until MOU is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

## **SECTION 26 – BILINGUAL PROVISIONS**

**25.6 No Strike.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refuse to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### **25.7 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 25.7.A unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4, and 5 of Section 25.1 or Step 5 of Section 25.2 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

**25.8 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**25.9 Union Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union in the grievance shall give the Union a copy of the grievance.

## **SECTION 26 – BILINGUAL PROVISIONS**

**26.1 Salary Differential.** A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources, or in the Department of Employment and Human Services, to those who translate in accordance with the designated criteria of one (1) day per week or twenty percent (20%) of the time or whose caseloads are twenty-five percent (25%) or more non-English speaking. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

Effective January 1, 2007, the current program differential shall be increased to a total of one hundred dollars (\$100.00) per month.

**26.2 Spanish Notices of Action.** The County shall implement Spanish Notices of Action.

## **SECTION 26 – BILINGUAL PROVISIONS**

**26.3 Non-English Speaking Caseloads.** For those employees with twenty-five (25%) or more non-English speaking caseloads, their caseload shall be reduced by ten percent (10%).

**26.4 Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:**

- A.** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (**\$150**) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:
1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
  2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
  3. The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
  4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
  5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.



## **SECTION 27 – TRAINING REIMBURSEMENT**

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

**B. Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

## **SECTION 27 – TRAINING REIMBURSEMENT**

The Department of Employment and Human Services shall establish an annually renewable training reimbursement fund in the amount of \$10,000 for the exclusive purpose of reimbursing employees covered by this agreement for the cost of tuition, fees, books,

## **SECTION 28 – MILEAGE**

and other employee expenses incurred in the pursuit of work-related education, continuing education, or work related graduate degree. In the Department of Employment and Human Services, said fund shall replace the career development training reimbursement described in the County Administrative Bulletin on Training.

Career development training reimbursement for employees in the Health Services Department shall continue to be governed by the County Administrative Bulletin on Training which limits such reimbursement to seven hundred fifty dollars (\$750) per year. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

Those employees entering the Social Casework Assistant classification by the substitution pattern in the minimum qualifications shall be entitled to direct benefit tuition reimbursement under the County training reimbursement policy. Such employees requesting a leave of absence or permanent part-time positions for the purpose of completing a bachelor's degree shall be given priority consideration by the Department. Reimbursement under the above limits for the cost of books for career development shall be allowable.

## **SECTION 28 – MILEAGE**

**28.1 Reimbursement for Use of Personal Vehicle.** Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

**28.2 Commuter Benefit Program.** Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

## **SECTION 29 – RESPITE LEAVE WITHOUT PAY**

All employees represented by Local 1021 shall be granted ten (10) days respite leave without pay per fiscal year. Such leave shall be taken in increments of one (1) full day (eight (8) hours) and shall be requested in writing. Conflicting requests for respite leave shall be resolved by the Department Head or designee with preference given to employees according to their seniority in the department, as reasonably as possible. Any balance in the ten (10) days respite leave which remains at the end of the fiscal year shall not be carried over into the next fiscal year.

## **SECTION 30 – MENTAL HEALTH SCREENING DIFFERENTIAL**

---

### **SECTION 30 – MENTAL HEALTH SCREENING DIFFERENTIAL**

Permanent full-time and part-time, permanent intermittent, and temporary employees in the classifications of Medical Social Worker I and II (X4WB, X4VH) of the Social Services Unit will be paid a differential calculated at five percent (5%) of the hourly equivalent of the employee's base rate of pay for each hour worked in the Psychiatric Unit (Org. #6313) or Psychiatric Emergency Unit (Org. #6381).

### **SECTION 31 – MEDICAL SOCIAL WORKER LEAD DIFFERENTIAL**

Any employee in the classification of Medical Social Worker II (X4VH) and designated by the department as a "Lead Worker" will receive a differential of five percent (5%) of the employee's base rate of pay as compensation for the lead assignment. This differential will be paid retroactive to March 1, 2013 for time designated as a "Lead Worker".

### **SECTION 32 – NOTICE OF NEW EMPLOYEES**

The County agrees to periodically mail to Social Services Union, Local 1021 a list of names, classifications, and the designation of permanent employment category of new employees appointed to classifications represented by Local 1021. Said periodic list will be mailed within the first five (5) working days of every month.

### **SECTION 33 – PERSONNEL ACTIONS**

#### **33.1 Personnel Files.**

- A. Inspection. Each employee, or an employee's representative so designated by written authorization of the employee, shall have the right to inspect and review the employee's personnel file upon request at reasonable times and for reasonable periods during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.
- B. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records and information or letters of reference shall be specifically excluded from such inspection and review.
- C. Pre-employment reference material shall be removed from the personnel file after one (1) year of continuous employment with the County.

## **SECTION 33 – PERSONNEL ACTIONS**

---

- D. Medical records may be released to qualified medical authorities upon execution of a written release by the employee and with the concurrence of the County's medical authorities.
- E. An employee may request copies of other material contained in the personnel file.
- F. The employee shall bear the cost of the reproduction of copies.
- G. The County shall afford the employee the opportunity to respond in writing to any information contained in their personnel file. Such response shall be included in the employee's personnel file.
- H. The Department shall maintain only one official personnel file.

### **33.2 Counseling.**

- A. Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's first level supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level.
- B. Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken by the County against any employee unless such counseling has been provided and time for improvement has been given.
- C. The employee's first level supervisor shall prepare written documentation (including any applicable memos, WIDSI's, etc.) of such counseling and provide a copy of the documentation to the employee.
- D. The foregoing shall not apply to probationary employees or in those cases where immediate disciplinary action is necessary.
- E. If, after such a counseling session has occurred between a supervisor and employee, the employee requests of the Department Personnel Officer a meeting with a Steward/Officer of the Union and Department representatives, such a meeting shall be held. This meeting shall be held within fifteen (15) working days.

### **33.3 Copies.**

- A. The County shall provide the employee with copies of all performance evaluation reports and letters of reprimand or warning or counseling memos prior to the placement of such documents in the employee's departmental personnel file.
- B. A counseling memo placed in an employee's departmental personnel file which is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file upon the written request

## **SECTION 33 – PERSONNEL ACTIONS**

of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.

- C. When issuing a Letter of Reprimand, the appointing authority will also provide the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Letter of Reprimand. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter provide a copy of the employee's Letter of Reprimand to SEIU Local 1021, as authorized.

**33.4 Performance Evaluation.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specifications and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for the employee to know where she/he stands with the organization in regard to his/her performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

During the probationary period of newly hired employees, the performance evaluation is used as the last phase of an individual's examination process. Probationary employees receive a preliminary evaluation at the end of five (5) months, and a final evaluation after their eighth (8<sup>th</sup>) month of probation. Employees who have passed County Probation and are promoted to a new class receive a preliminary evaluation at the end of three (3) months, and a final evaluation after their fifth (5<sup>th</sup>) month of probation in the new class. An overall rating of STANDARD must be received on the final probationary evaluation in order for the employee to achieve permanent status.

Once an employee achieves permanent status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary. Evaluations will also be made when an employee or supervisor terminates, or when an employee or supervisor is reassigned to another unit and more than four (4) months have elapsed since the last written evaluation. In the event a permanent employee receives an overall rating of BELOW STANDARD, such employee must be reevaluated within three (3) months following the date of the report. If the employee shows no significant improvement at the end of this period, a recommendation for demotion or dismissal will be made. However, if at the end of three months, there has been improvement but the employee's performance is still not at a STANDARD level, the employee may be given two (2) additional three-month periods to meet the standards if the supervisor agrees those standards will be reached during this period.

## **SECTION 33 – PERSONNEL ACTIONS**

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of BELOW STANDARD must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas.

If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

The Rater will discuss the report with the employee and provide the employee with a copy at that time if the employee wishes to discuss the report with the Reviewer. In signing the report, the employee is merely acknowledging having seen the report; it does not indicate agreement.

**DEFINITIONS OF RATINGS:** A factor rating of STANDARD means that this part of the employee's work performance is consistently up to the level expected of a competent worker in the position. An overall rating of STANDARD means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, promotion, or permanent status. A factor rating of BELOW STANDARD means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of BELOW STANDARD means the employee's work performance is inadequate and may result in the loss or delay of the salary increment, demotion, dismissal, or rejection on probation.

**APPEAL PROCEDURE:** If an employee believes his/her rating is improper, he/she should discuss it with the Rater. If still not satisfied, the employee should sign the report and place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the Reviewer (the Social Service Division Manager). Within five (5) calendar days after being given a copy of the Report of Performance Evaluation, an employee who wishes consideration in addition to the Rater's evaluation should prepare a written statement to the Reviewer as follows: 1) Identify the report by stating the date of the report, the name of the Rater, and the date the report was received; 2) Specify the ratings or comments which he/she believes are incorrect and should be changed; 3) Give facts substantiating the requested changes to these ratings or comments; 4) Keep a copy of the written request and send the original to the Reviewer. Upon receiving the written statement, the Reviewer will have five (5) calendar days to meet with the employee to consider the employee's comments and to respond in writing. The Reviewer's response shall be given to the employee. A copy of the Reviewer's response along with the employee's written statement shall be attached to the Report of Performance Evaluation. Failure to allow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable.

## **SECTION 34 – SAFETY PROGRAM**

---

### **SECTION 34 – SAFETY PROGRAM**

The County is committed to providing a safe work environment for our employees. To that end, health and safety standards shall be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations.

The Department of Employment and Human Services shall operate a department-wide employee health and safety program. This program shall consist of:

- A. A central department Safety Committee comprised of two (2) members from each major building location. A major building location is defined as a building that houses at least 100 employees. The representatives for each major building are the Building Supervisor and an SEIU Local 1021 designee. A designated alternate attends the department safety committee meeting in the absence of the Building Supervisor. The Department Safety Coordinator serves as chairperson. The department safety committee meets every six (6) weeks. Minutes of each meeting are recorded and distributed to all EHSD staff.
- B. All Committee members will receive training on a) accident/injury reporting procedures, b) accident/injury investigation and prevention, c) safety awareness, and d) procedures by which safety concerns are handled. This training is conducted through EHSD's Injury and Illness Prevention Program (IIPP).
- C. Committee recommendations shall be reported to and reviewed by the Administration Bureau Director, who acts on recommendations that are within his delegated authority. All other recommendations are reported to the Department Head for review. Responses to such recommendations shall be communicated to the Safety Committee at its next regularly scheduled meeting or some other mutually agreeable period.
- D. Existing Site safety committees will continue to further extend EHSD's safety program.
- E. Safety Committee meeting time and locations will be posted in advance and meetings are open to employees. Employees who wish to attend a Safety Committee meeting during scheduled work hours must request time off in advance from their supervisor and may use non-sick leave accruals for the meeting attendance.

In addition, departments will continue to ensure a designated Safety Coordinator is selected to serve as the liaison between Risk Management and the department to address any safety issues.

**SECTION 35 – FLEXIBLE STAFFING**

**35.1 Designated Positions.** Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he/she may then be promoted to the next higher classification within the job series without need of a classification study.

The following job classifications are flexibly staffed:

Social Casework Specialist I to Social Casework Specialist II  
Eligibility Worker I to Eligibility Worker II  
Eligibility Worker II to Eligibility Work Specialist

Open examinations at either level in the above-mentioned classifications shall be administered upon the request of the Department Head and approval of the Director of Human Resources.

**35.2 Continuous Testing for Flexibly Staffed Classes.** Employees in a flexible staffed job series which have been determined by the Director of Human Resources as appropriate for continuous testing may apply for promotion to the next higher classification level as follows:

Applicants must file the regular Human Resources Department Application and where applicable, the appropriate supplemental questionnaire with the Employment and Human Services Department. Employees who file applications must notify their supervisor. Nothing contained in this section shall be construed as making a promotion automatic or automatically effective on the first of the month following the filing of an application. It is the responsibility of the Division Manager that has approved the promotion for employees in flexibly staffed positions to submit a request to the Employment and Human Services Personnel Unit no later than 15<sup>th</sup> the of the month prior in which they wish to promote the employee. Upon approval, the personnel analyst in the Personnel Unit will forward the application and an AK-9 to the Human Resources Department by the 25<sup>th</sup> of the month to be effective the first of the following month. It is the employee's responsibility to submit applications for promotion sufficiently in advance to assure receipt in Employment and Human Services Department by the above stated deadline.

If an error occurs in the Human Resources office or the Employment and Human Services Department Personnel Unit which causes a delay in the processing of an application, said error shall be corrected and the employee shall be placed on the eligible list retroactively to the first of the month following his/her eligibility.

If a Division Manager or supervisor causes a delay in the processing of an approved application, the employee shall be placed on the eligible list retroactive to the first of the month following his/her eligibility.



## **SECTION 36 – CAREER LADDER**

If an operating department verifies in writing the intent to promote an employee on the first of the month following eligibility, said appointment shall be made retroactive to the first of the month following his/her eligibility.

## **SECTION 36 – CAREER LADDER**

The County agrees to the concept of a career ladder which will enhance the opportunities for employees to attain positions in other classification series. For this purpose, the following classes are considered to be those classes representing such promotional opportunities: Eligibility Work Specialist, Social Service Program Assistant, Social Casework Assistant.

The County shall amend the Welfare Fraud Classification as follows:

- A. By reclassifying Social Service Welfare Fraud Investigators doing Early Fraud to "Social Service Welfare Fraud Field Investigators."
- B. Welfare Fraud Field Investigators shall have the option of carrying pepper spray.

## **SECTION 37 – STAFFING ALLOCATIONS AND WORKLOAD DISTRIBUTION**

**37.1 Staffing Review.** The Department of Employment and Human Services shall review the amount and nature of work in its operating units on at least a quarterly basis (or scheduled as agreed by the parties) and shall initiate reassignments of employees necessary to balance the number of available employees in each classification with the existing and expected amount and nature of work in operating units throughout the Department. The process to be used in determining work assignment and volume shall be to balance the existing amount of work among existing staff, in accordance with applicable sections of this MOU.

**37.2 Department/Union Meetings.** There shall be meetings between the Department of Employment and Human Services and the Union on at least a quarterly basis (or scheduled as agreed by the parties) to review and discuss the existing amount and nature of work; to share information and ideas on workload issues throughout the Department; and to discuss long-range planning concerning Department programs and implementation. The meeting(s) will be chaired by a Program Bureau Director or Department Personnel Officer or his/her designee.

A. **Health Services Department/Union Meetings.** There shall be meetings between the Health Services Department and the union on a quarterly basis (or scheduled as agreed by the parties) to discuss items specific to members working in the Health Services Department.

**37.3 Department Head and County Administrator Meetings.** The Union may request a meeting with the Employment and Human Services Department Head to address specific staffing/workload concerns after two (2) meetings with the Program Bureau director or

## **SECTION 37 – STAFFING ALLOCATIONS AND WORKLOAD DISTRIBUTION**

---

Department Personnel Officer have occurred. This discussion will not preclude the Bureau's ability to allocate and assign staff on an ongoing basis.

After meeting with the Department Head, if the specific workload issues discussed remain unresolved after thirty (30) days, the Union may then request a meeting with the County Administrator.

**37.4 Program Committees.** It will be the ongoing expectation and process that program specific issues shall in most cases be addressed in a timely manner in the respective Program Committee(s). Topics for discussion in Program Committees include potential program/regulation changes, information regarding new procedures, forms, and other factors or changes in procedures which may have an impact on workload. Any items declined by the Program Committee for discussion/action will be listed in the minutes.

Program Committees shall meet monthly, unless a meeting is waived by the Director or his/her designee, and written minutes shall be furnished to the Union on a timely basis. Such minutes should clearly identify issues and program committee actions. If the minutes do not reflect a resolution, response, or a failure to respond to pending issues within forty-five (45) days from the date of the meeting, the Union may discuss with the Program Bureau Director in the meetings held in accordance with Section 37.2 – Department/Union Meetings will work within the appropriate chain of command in managing committee work and agendas expeditiously.

Summary minutes shall be kept for each Program Committee meeting and shall be distributed to all committee members prior to the next meeting. These minutes shall be posted in each Department of Employment and Human Services building by the Department.

**37.5 Workload Streamlining.** The Union may quarterly identify functions, procedures, and processes which it believes are unnecessary, and that should be discontinued as a means of streamlining workload. The Union's items identified should be transmitted both to the Department Personnel Officer and respective Program Bureau Director for review and response.

If the items identified are County mandated only, the Department has sixty (60) days to respond by discontinuing the process or provide the reasoning for continuing them.

If the items identified are State or Federally mandated, and the Department considers it feasible that they be discontinued, the Department will request appropriate waivers. If the Department does not believe the change or a waiver is feasible, it will provide the reasoning for continuing. Upon receipt of the requested waiver approvals, the process shall be discontinued.

**37.6 Maintenance of Positions.** The Department of Employment and Human Services will make all reasonable efforts to keep filled all budgeted and authorized positions and to the extent possible, will attempt to maximize the use of permanent employees.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

### **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

On the basis of ongoing staffing/workload distribution review, per Section 37.1 – Staffing Review, the Department of Employment and Human Services shall initiate reassignments of staff.

The following procedure shall be used:

- A. Internal moves within a building shall be made at the discretion of the Division Head within five (5) days following publication and Union receipt of Department staff and caseload allocations. In determining moves of employees within an office, managers will solicit volunteers; if no volunteers respond, the employee with the least series seniority within the unit/area identified will be moved.
- B. Authorized staffing levels shall be published on a monthly basis. After any internal moves in a building have been made in accordance with Step a, further vacant authorized positions in buildings shall be alternately bid to the appropriate class in all offices for a four-day period or certed from the appropriate Eligible List.
- C. Employees responding to bids shall respond to the Department Personnel Unit, and must confirm any verbal response in writing; written confirmation must be received by 5:00 p.m. on the day the bid closes for the employee to be considered in determining the five (5) most senior employees in the class.
- D. With respect to responding to bids for the Welfare Fraud Investigator class or Welfare Fraud Field Investigator class, the bidding will be restricted to employees in one of the two above classes.
- E. If the Department is at authorized staffing and there are no responses to the posted bid notice, the least senior employee within the class, within the building having staff overage(s) of at least one (1) FTE shall be reassigned within two (2) weeks of the closing of the bid. If the Department is below the authorized staffing level and there are no responses to the posted bid notice, the Department will cert from the appropriate Eligible List.
- F. Authorized vacancies resulting from the bid process shall automatically be certed from an appropriate eligible list.
- G. Persons involuntarily reassigned shall be given the opportunity to return to their former building when the first vacancy occurs in the building from which the employee was involuntarily transferred provided, however, if an employee voluntarily transfers after such involuntary transfer that employee shall lose such reversionary rights.
- H. Positions flagged as needing a language skill or special qualifications shall be identified on bids. Only employees having such skill or meeting such qualifications

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

shall be accepted for bid interviews or for mandatory reassignments as provided in this section.

- I. Specially funded assignments or assignments of limited duration shall not be subject to procedures in this Section.
- J. Reassignments shall not be used as a replacement for discipline. Employees on probation or in an Improvement Needed Review status shall not be reassigned. An employee who is reassigned out-of-seniority-order shall be offered the first vacancy to be filled in the class and building from which the employee was mandatorily reassigned. At the next quarterly staffing review an employee mandatorily reassigned out-of-seniority-order shall be given first opportunity for reassignment as provided in Section 37.2 – Department/Union Meetings or Section 37.3 – Department Head and County Administrator Meetings, whichever is applicable; or if no staffing imbalances exist, the most senior employee shall be offered the opportunity to exchange positions provided the least senior employee is no longer on probation or Improvement Needed Review status.
- K. In each classification, series seniority for reassignment purposes shall be determined by date of hire into that series as defined below:

Eligibility Series: Eligibility Worker I, Eligibility Worker II, Eligibility Work Specialist.

Eligibility Series: Eligibility Worker I, Eligibility Worker II, Eligibility Work Specialist.

Social Work Series: Social Services Program Assistant, MediCal Program Assistant, Social Worker, Vocational Counselor (classes which have been abandoned but were a part of the Social Worker or Vocational Counselor series shall be included for the purpose of determining series seniority).

Casework Specialist Series: Social Casework Assistant, Social Casework Specialist I, Social Casework Specialist II.

Social Services Welfare Fraud Field Investigator Series: Social Service Welfare Fraud Field Investigator and Social Services Senior Welfare Fraud Field Investigator.

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## **SECTION 40 – PERSONAL PROPERTY REIMBURSEMENT**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

## **SECTION 41 – LENGTH OF SERVICE DEFINITION**

---

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job-connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

### **SECTION 41 – LENGTH OF SERVICE DEFINITION** **(for service awards and vacation accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his/her department.

---

## **SECTION 42 – SERVICE AWARDS**

### **SECTION 42 – SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.

Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take the day off with pay at each five (5) year anniversary.

### **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

### **SECTION 44 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS**

- A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.
- B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment E, then the special pay or benefit does not apply to permanent-intermittent employees.

### **SECTION 45 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits. Said provisional employees may participate in the County Group Health Plan Program wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately

## **SECTION 46 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

---

and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan Program and reinstatement may only be effectuated during the annual open enrollment period.

## **SECTION 46 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

## **SECTION 47 – MODIFICATION AND DECERTIFICATION**

For the duration of this MOU the following amendments to Board Resolution No. 81/1165 shall apply:

Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten percent (10%) requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty percent (30%) requirement.

Section 34-12.013 - Election Procedure (b) shall be modified in the first paragraph to delete the ten percent (10%) requirement for any recognized employee organization(s) to appear on the ballot and substitute therefore a thirty percent (30%) requirement.

Section 34-12.016 - Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing MOU between the County and the recognized employee organization of the unit prior to the modification proceedings.

Section 34-12.018 - Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect.

## **SECTION 48 – UNFAIR LABOR PRACTICE**

Either the County or the Union may file an unfair labor practice as defined in Board of Supervisor's Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from

## **SECTION 49 –TEMPORARY EMPLOYEES**

the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

**48.1 Filing.** Either the County or the Union may file an unfair labor practice against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

**48.2 Unfair Labor Practice - County.** It is an unfair labor practice for the County to:

- a. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- b. dominate or interfere with the formation of any employee organization or interfere with selection of a majority representative;
- c. contribute financial support to any employee organization; or
- d. refuse to meet and confer in good faith (with representatives of formally organized employee organizations on matters within the scope of representation), or to refuse to consult with informally recognized employee organizations on matters within the scope of representation.

**48.3 Unfair Labor Practice - Union.** It is an unfair labor practice for the Union or their representatives or members to:

- a. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- b. coerce, attempt to coerce or discipline any member of an organization so as to hinder or impede the performance of his duties;
- c. discriminate against any employee with regard to the terms or conditions of membership because of race, color, creed, sex or national origin;
- d. refuse to consult, or meet and confer in good faith, with management representatives on matters within the scope of representation; or
- e. initiate, engage in, cause, instigate, encourage or condone a work stoppage of any kind or other disruptive activities which are detrimental to the conduct of county business and services.

## **SECTION 49 –TEMPORARY EMPLOYEES**

**49.1 Recognition.** Social Services Union, Local 1021 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those



## **SECTION 49 – TEMPORARY EMPLOYEES**

classifications covered by the MOU between Social Services Union, Local 1021 and Contra Costa County.

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
  2. While a department is actively recruiting to fill a position.
  3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
  4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
  5. For short term seasonal work needed by a department, not to exceed 1600 hours.
- The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.
- The County will notify the union in advance of the period of the temporary assignment under Subsection 4. and the period of the seasonal assignment under Subsection 5.
- C. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary

## **SECTION 49 – TEMPORARY EMPLOYEES**

---

absence, or emergency situation.”

- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**49.2 Emergency Appointments.** Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this MOU.

### **49.3 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
  - 1. Become and remain a member of the Union; or
  - 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or

## **SECTION 49 – TEMPORARY EMPLOYEES**

---

3. Do both of the following:
  - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - b. Pay a sum equal to the agency shop fee to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payor covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month (1) after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

### **49.4 Agency Shop Deductions.**

- A. Temporary employees hired into a job class represented by Social Services Union, Local 1021 shall be provided through the County Human Resources Department with an Employee Authorization For Payroll Deduction card.
- B. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision, and the Union dues, agency shop fee, or charitable contribution required under Section 2 of this Letter of Understanding are not received, the Union may in writing direct that the County withhold the agency shop fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.
- C. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Agency Shop Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs. The provisions of this section shall not be subject to the grievance procedure.
- D. The authorization of payroll deductions requires the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

## **SECTION 49 – TEMPORARY EMPLOYEES**

---

### **49.5 Salary.**

- A. Temporary Hourly Rates. For all classifications represented by the Union, the hourly rate paid temporary employees shall be the 1.00 hourly rate calculated on the salary schedule by dividing the un-rounded monthly salary at any step by 173.33.
- B. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

### **49.6 Salary Increments Within Range.**

- A. Increment Eligibility and Salary Review. All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2,080 straight time hours worked by a temporary employee.
- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2,080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification will be eligible for a salary review after completion of 1,040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2,080 straight time hours.
- E. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

### **49.7 Paid Time Off.**

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded effective the first of the month following completion of each 2080 straight time hours worked, the temporary

## **SECTION 49 – TEMPORARY EMPLOYEES**

---

employee shall be credited with forty (40) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

- C. Use. Paid time off (PTO) shall not be taken until credited after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.
  
- D. Paid Off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently credited PTO hours and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2,080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is STHW divided by 2,080 multiplied by 40 multiplied by the current hourly pay rate at separation.
  
- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, shall be converted to vacation hours and subject to the MOU provision relating to vacation.

**49.8 Provisional Employees.** Social Services Union, Local 1021 is the formally recognized employee organization for all provisional employees appointed by the County from outside County service in classifications covered by the MOU between the County and the Union. Provisional employees are covered by the agency shop provisions of the MOU applicable to permanent employees, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.

**49.9 Grievance Procedure.** Temporary and provisional employees covered by this Section may grieve only alleged violations of the specific terms and conditions specified in Section 49.

**49.10 Positions.** Subject to the approval and establishment of permanent positions by the Board of Supervisors, if necessary, temporary employees represented by Local 1021 who have worked not less than 6,000 hours in temporary employee status between January 1, 1991 and July 1, 1996 inclusive, shall be offered an appointment to such positions, subject to qualification under the Personnel Management Regulations, in the classification and department in which they currently work. Such employees shall have the option of either remaining in temporary status (not to exceed 1000 hours in a fiscal year) or being appointed to a permanent-intermittent, permanent part-time, or permanent full-time position. The formula to be used to calculate the position type (full-time, part-time) for each employee who elects appointment to a permanent position is the employee's total number of temporary hours worked on or after January 1, 1991, divided by the total number of months of service in which those temporary hours were worked. Additionally, the County agrees to meet and confer with Local 1021 concerning the future use of represented temporary employees.

## **SECTION 50 – PROJECT EMPLOYEES**

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**49.11 Special Pays.** Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment D, then it does not apply to temporary employees.

## **SECTION 50 – PROJECT EMPLOYEES**

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues. Project classes are unique and therefore differ from other regular classes represented in the following respects:

1. Project employees are not covered by the Merit System;
2. Project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and
3. Any provision of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

## **SECTION 51 – DEPENDENT CARE**

- A. **Dependent Care Information and Referral Service.** The County will administer an "Information and Referral Service" through the Contra Costa Child Care Council for the duration of this MOU.
- B. **Dependent Care Salary Contribution.** Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

## **SECTION 52 – SPECIAL STUDIES AND OTHER ACTIONS**

### **SECTION 52 – SPECIAL STUDIES AND OTHER ACTIONS**

**52.1 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability; and consistency between percent-based vs. flat-payment differentials.

**52.2 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**52.3 Job Sharing and Part-Time Job Opportunities.** The Employment and Human Services Department and the Union agree to establish a Labor/Management Committee comprised of a maximum of three (3) representatives of Labor and three (3) representatives from Management to study and recommend actions necessary to identify and develop potential part-time and job sharing opportunities, by September 30, 2000.

**52.4 Telecommuting Options.** The Employment and Human Services Department and the Union agree to establish a Task Force comprised of representatives from the Union and representatives from the Department to identify potential positions where telecommuting could be utilized in accordance with the County's Telecommuting Policy. The Task Force will consider, but not be limited to, the following criteria: service delivery, coverage and availability for participants. The Task Force shall complete its study by June 30, 2000 and submit it to the Director of the Employment and Human Services Department.

**52.5 Reclassification.** The Health Services Department agrees to submit a P300 requesting the reclassification of the Public Health Social Worker positions to Medical Social Worker II.

**52.6 Job Classification.** The County will develop a new employment focused job classification which will include the following functions: MediCal Combo, MediCal Intake, MediCal lead worker and training unit.

**52.7 Ergonomics.** No later than May 15, 2000, the County will submit for Coalition input revisions to Administrative Bulletin No. 425 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

**52.8 Safety Retirement.** The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Social Casework Specialist series to be eligible for safety retirement and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet to discuss this issue.

**SECTION 53 – ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

**SECTION 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**54.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

**54.2 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.

**54.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU and as such remain in full force and effect.



**SECTION 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**54.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

**DATE:** \_\_\_\_\_

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

**SEIU, LOCAL 1021**  
**(RANK & FILE UNIT):**  
*(Signature / Printed Name)*

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

SEIU, LOCAL 1021

RANK & FILE UNIT

**ATTACHMENTS**

- A. CLASS & SALARY LISTING
- B. CALIFORNIA HEALTH BENEFITS EXCHANGE PACKAGE (3/1/2013)
- C. SSEFI & SSWFFI ALTERNATE CERTIFICATION SIDE LETTER
- D. TEMPORARY EMPLOYEES SPECIAL PAYS
- E. PI SPECIAL PAYS AND BENEFITS
- F. AIR FILTERS MEMO
- G. HEALTHCARE COALITION NOTICE OF CHANGES
- H. RETURN TO WORK POLICY

SEIU, LOCAL 1021  
RANK AND FILE  
CLASS AND SALARY LISTING  
EFFECTIVE: 1/1/2017

ATTACHMENT A

**COMMUNITY AIDE UNIT**

Job Code	Classification Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
CW04	CAL WORKS COMMUNITY OTRCH AIDE	(F)	\$2,335.02	\$2,574.36
XDWB	CHILDREN'S SERVICES AIDE		\$2,711.57	\$3,295.94
XDWE	COMMUNITY OUTREACH AIDE	(F)	\$2,463.27	\$2,715.75
XDWC	SR PROGRAMS AIDE		\$2,676.90	\$3,253.79

SEIU, LOCAL 1021  
RANK AND FILE  
CLASS AND SALARY LISTING  
EFFECTIVE: 1/1/2017

**ATTACHMENT A**

**SOCIAL SERVICES UNIT**

Job Code	Classification Title	Flex Staff (F) / Deep Class (D)	From	To
XQTE	CALWIN HELP DESK SPECIALIST		\$4,950.72	\$6,017.63
XQVD	CALWIN ON-SITE SUPPORT SPECIAL		\$4,716.26	\$5,732.64
XQS3	EHS PROG INTEGRITY ASST-PRJ		\$4,716.26	\$5,732.64
XQSN	EHS PROGRAM INTEGRITY ASST		\$4,716.26	\$5,732.64
XHWA	ELIGIBILITY WORKER I	(F)	\$2,987.88	\$3,631.78
XHVA	ELIGIBILITY WORKER II	(F)	\$3,473.16	\$4,221.65
XHTB	ELIGIBILITY WORKER III	(F)	\$4,378.72	\$5,322.36
X7TA	INDP LIV SKILL PROG SPECIALIST		\$4,600.95	\$5,592.48
XHSB	MEDICAL PROGRAM ASSISTANT		\$4,600.95	\$5,592.48
X4WB	MEDICAL SOCIAL WORKER I	(F)	\$4,533.12	\$5,510.03
X4VH	MEDICAL SOCIAL WORKER II	(F)	\$5,641.95	\$6,857.83
X4V2	MEDICAL SOCIAL WORKER-PROJECT		\$5,641.95	\$6,857.83
X7WC	ONE-STOP CAREER CENTER CASE MG		\$4,600.95	\$5,592.48
XQSP	QUALITY ASSURANCE MONITOR		\$4,716.26	\$5,732.64
X7WB	SOC SVC EMPLOYMENT PLACE CNSL		\$4,824.90	\$5,864.69
X0SA	SOC SVC PROGRAM ASSISTANT		\$4,600.95	\$5,592.48
X0S1	SOC SVC PROGRAM ASSISTANT-PRJ		\$4,600.95	\$5,592.48
XLSD	SOC SVC WELFARE FRAUD INVSTG		\$4,600.95	\$5,592.48
XDVB	SOCIAL CASEWORK ASSISTANT		\$4,834.46	\$5,876.31
X0V1	SOCIAL CASEWORK SPEC II-PROJ	(F)	\$5,800.56	\$7,050.61
X0W2	SOCIAL CASEWORK SPEC I-PROJ	(F)	\$5,439.00	\$5,996.50
X0VC	SOCIAL WORKER	(F)	\$4,834.46	\$5,876.31
X0WB	SOCIAL WORKER II	(F)	\$5,439.00	\$5,996.50
X0VB	SOCIAL WORKER III	(F)	\$5,800.56	\$7,050.61
X0V2	SOCIAL WORKER-PROJECT		\$4,834.46	\$5,876.31
X7W1	SS EMPLOYMENT PLACEMENT CNSL-P		\$4,824.90	\$5,864.69
**XLSG	SOC SVC SR WELF FRAUD FLD INVS	(F)	\$5,329.13	\$6,477.59
**XLSF	SOC SVC WELF FRAUD FIELD INVST	(F)	\$4,836.32	\$5,878.57

County Package Proposal  
3/1/2013 – 11:00 am

Contra Costa County and  
Service Employees International Union, Local 1021, Rank and File Unit  
California Health Benefits Exchange (HBEX)

The parties hereto, Contra Costa County, hereinafter known as the "County", and SEIU, Local 1021, hereinafter known as "Local 1021" enter into this Memorandum of Understanding ("MOU") pursuant to the authority contained in the Board of Supervisors Resolution No. 81/1165 and has been jointly prepared by the parties.

The Employer Relations Officer (County Administrator) is the representative of Contra Costa County in employer/employee relations matters as provided in Board of Supervisors Resolution No. 81/1165.

The parties have conferred in good faith regarding the wages, hours, and other terms and conditions of employment for the employees of recognized HBEX classifications and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This MOU shall be presented to the Contra Costa County Board of Supervisors as the joint recommendation of the undersigned for salary and employee benefit adjustment for the period beginning March 1, 2013 through February 29, 2016.

1. Section 1. Recognition.

SEIU Local 1021 is the formally recognized employee organization for all full time, regular part-time, and permanent intermittent employees in the classifications of Exchange Customer Service Agent I, Exchange Customer Service Agent II, and Exchange Call Center Quality Assurance Monitor.

2. The classifications listed in #1 above, will be governed by the existing Memorandum of Understanding between Contra Costa County and SEIU, Local 1021 Rank and File unit for the period of July 1, 2011 through June 30, 2013, for the term of this MOU of March 1, 2013 through February 29, 2016, except as specified below:

3. Section 5. Section 5.1.C. Employees assigned to the HBEX Call Center will be entitled to the same rate of pay as the parallel classifications identified below:

Eligibility Worker I -	Exchange Customer Service Agent I
Eligibility Worker II -	Exchange Customer Service Agent II
EHSD Program Integrity Assistant -	Exchange Call Center Quality Assurance Monitor

4. As the parties negotiate wages and benefits for a successor MOU regarding the classifications of Eligibility Worker I, Eligibility Worker II, and EHSD Program

Integrity Assistant, those wages and benefits will become applicable to the classifications listed above identified for the HBEX Call Center.

5. Section 5.2. Will not apply to employees assigned to the HBEX Call Center.

6. Section 6. Days and Hours of Work

The applicability of Section 6 will be determined by the parties as a result of the meet and confer process, which will begin within ten (10) working days promptly after the Union is provided with proposed schedules.

7. Section 7. Overtime

Section 7.1 is amended as follows: Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. Employees assigned to ten (10) hour shifts, consistent with Section 6.1 of the MOU, will not become eligible for overtime until they have actually worked their ten (10) hour shift. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

8. Section 12 – Holidays

Section 12.1.A. If a holiday is recognized by the State that is not recognized by the County, such day will be used as a training day for HBEX Call Center employees. For example, will not require answering phone calls.

The remaining provisions of Section 12 will apply.

9. Section 18, Health, Life and Dental Care

In the event the parties modify the existing Health, Life and Dental Care section in the course of negotiating a successor MOU, those modifications will apply to the HBEX Call Center employees.

10. Section 20 Probationary Period.

Section 20.1. The probationary periods for the classifications assigned to the HBEX Call Center will be six months, specifically:

- Exchange Customer Service Agent I
- Exchange Customer Service Agent II
- Exchange Call Center Quality Assurance Monitor

11. Section 25, Grievance Procedure

The parties agree that the grievance procedure in the current MOU will be a subject of bargaining in the negotiations to arrive at a successor MOU to the July 1, 2011 through June 30, 2013 MOU. In the event the parties modify the existing grievance procedure in the course of negotiating a



successor MOU, those modifications will apply to the HBEX Call Center employees.

12. Section 26 Bilingual Provisions

A salary differential of one hundred dollars (\$100.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources, or in the Department of Employment and Human Services. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County

The bilingual provision applies to the bargaining unit employees assigned to the HBEX Call Center in the classifications of Exchange Customer Service Agent I and II and the Exchange Call Center Quality Assurance Monitor:

1. All of the positions will be designated as being eligible for certification for bilingual pay (Spanish);
2. This designation will be unaffected by the number of phone calls processed by each employee requiring bilingual services in Spanish.

Section 26.3 will not apply to employees assigned to the HBEX Call Center.

13. Section 35 Flexible Staffing

The only classification covered by this Memorandum of Understanding which is subject to flexible staffing is Exchange Customer Service Agent I.

14. Section 54.4 Duration of Agreement is replaced with the following:

This Agreement will continue in full force and effect from March 1, 2013 to and including February 29, 2016. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the agreement.

Date: 3/1/13

Contra Costa County:  
(Signature / Printed Name)

SEIU, LOCAL 1021  
(Signature / Printed Name)

<u>[Signature]</u>	1	<u>HATHY GALLAGHER</u>	1	<u>Paul</u>	1	<u>Fred Bial</u>
<u>[Signature]</u>	1	<u>Wendy Hertz</u>	1	<u>Samuel Wade</u>	1	<u>Janora Wall</u>
<u>[Signature]</u>	1	<u>Ted Curd</u>	1	<u>Jenny Pitz</u>	1	<u>Rosemary P. Atkins</u>
<u>[Signature]</u>	1	<u>Elysis Hughes</u>	1	<u>[Signature]</u>	1	<u>EDIS.D. MCKINNEY</u>
<u>[Signature]</u>	1	<u>Dorothy Sanson</u>	1	<del>[Signature]</del>	1	<del>[Signature]</del>
<u>[Signature]</u>	1	<u>Kelli Zeno</u>	1		1	
	1				1	
	1				1	

Contra  
Costa  
County



Human Resources  
Department

Third Floor, Administration Bldg.  
651 Pine Street  
Martinez, California 94553-1292  
(510) 646-4064

Leslie T. Knight  
Director of Human Resources

November 14, 1996

Ms. Damita Davis-Howard, Field Representative  
SEIU Local 535 - Rank & File Unit  
661 27th Street  
Oakland CA 94612

RE: SSWFI & SSWFFI ALTERNATE CERTIFICATION

Dear Ms. Davis-Howard:

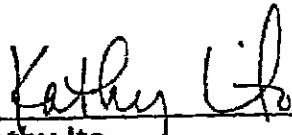
This letter is to confirm agreement between the County and SEIU Local 535 Rank & File as follows:


Positions in the Social Service Welfare Fraud Investigator and Social Service Welfare Fraud Field Investigator classes shall alternately be filled from inside and from the open list. Positions filled from the inside shall be filled alternately through the bid process and the promotional list. Positions subject to bid for which no responses are received shall be filled from the promotional list.

If the foregoing confirms your understanding, please indicate approval and acceptance in the space provided below:

CONTRA COSTA COUNTY

SEIU LOCAL 535 RANK & FILE UNIT

  
\_\_\_\_\_  
Kathy Ito  
Labor Relations Manager

  
\_\_\_\_\_  
Damita Davis-Howard  
Field Representative

cc: Judy Campbell, Social Service Personnel Officer

**ATTACHMENT D**  
**SEIU, LOCAL 1021 R & F**  
**Section 49 – Temporary Employees - Special Pays**

---

Special Pays for Temporary Employees

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
County Overtime (OPT)	Sec. 7
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML))	Sec. 49.7
Shift Differential Pay at 5% (SH2)	Sec. 10

**Unit Specific**

**1. Social Services Unit**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Classification(s)</u></b>	<b><u>Applicable Assigned Org. (Org.#)</u></b>
Mental Health Screening (HZ2)	30	Medical Social Worker I, II (X4WB, X4VH)	Psychiatric Unit (#6313) Psychiatric Emergency Unit (#6381)

**ATTACHMENT E**  
**SEIU, LOCAL 1021 R & F**  
**Section 44 – PI Employee Special Pays**

---

Special Pays for Permanent-Intermittent Employees

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
Jury Duty-Scheduled Work Day (JRY)	Sec. 17
Military Leave (MLX)	Sec. 16.4
County Overtime (OPT)	Sec. 7
FLSA Overtime (OTF)	None
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 44
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 44
Shift Differential Pay at 5% (SH2)	Sec. 10
Negotiations Time Off (T03)	Sec. 4

**Unit Specific**

**1. Social Services Unit**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Classification(s)</u></b>	<b><u>Applicable Assigned Org. (Org.#)</u></b>
Mental Health Screening (HZ2)	30	Medical Social Worker I, II (X4WB, X4VH)	Psychiatric Unit (#6313) Psychiatric Emergency Unit (#6381)

**SOCIAL SERVICE DEPARTMENT**

CONTRA COSTA COUNTY

To: SEIU Local 535

March 19, 1996

From: John Cullen, Director JC/OC

Subject: Air filters

---

This is to confirm the Department's plan to review General Services Department information concerning the change of air filters in Social Service buildings. A procedure will be established with the General Services Department for the provision of such information on a semi-annual basis. Such verification will be given to the department Safety Coordinator who will share the information with the Department Safety Committee on a semi-annual basis.

airfiltr.535

Contra  
Costa  
County



Human Resources  
Department

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

Lori Gentles  
Assistant County Administrator  
Director of Human Resources

January 26, 2006

Contra Costa Labor Coalition

Re: Healthcare Coalition Notice of Changes

Dear Members of Labor Coalition:

The County agrees to make a good faith effort to notify the Health Coalition and Labor Management Committee(s) of relevant changes that are not subject to meet and confer, but which fall within the topics of discussion by the Health Coalition Committee. The County shall continue to meet and confer with labor organizations on matters which are within the scope of bargaining at the organization's request.

Sincerely,

A handwritten signature in black ink, appearing to read "Francine Cronin".

Francine Cronin  
Assistant Director of Human Resources

Cc: Rollie Katz, Supervising Business Agent PEU, Local One  
Jo Bates, Business Agent, AFSCME, Local 2700  
Brenda Wood, Business Agent, AFSCME, Local 512  
Dr Stephen Daniels, Physicians' & Dentists' Organization of Contra Costa County  
Adelina Huerta, President, Western Council of Engineers  
Michael Weinberg, Senior Field Representative, SEIU Local 535

**CONTRA COSTA COUNTY  
RETURN TO WORK POLICY  
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,



the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

- C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:
1. The restrictions recommended by the employee's treating physician or QME, if applicable;
  2. The operational and financial needs of the department; and
  3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).



**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK**

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES:  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:



LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED DUTY**: \_\_\_\_\_

LIMITED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES:** \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

\_\_\_\_\_  
PHYSICIAN'S SIGNATURE DATE

\_\_\_\_\_  
PHYSICIAN'S NAME ADDRESS

**CONTRA COSTA COUNTY  
 PHYSICIAN'S STATEMENT OF ABILITY TO WORK  
 ADA/FEHA/non-industrial**

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
 or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

\_\_\_\_\_

\_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES: \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

**PHYSICAL ACTIVITIES (Cont'd)**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

**WORKING CONDITIONS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

**WORKER TRAITS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **MODIFIED**

DUTY: \_\_\_\_\_

MODIFIED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED** DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

PHYSICIAN'S SIGNATURE

DATE

PHYSICIAN'S NAME

ADDRESS

TELEPHONE NO.

FAX NO.



**COUNTY OF CONTRA COSTA  
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT: _____	
NAME OF EMPLOYEE: _____	DATE OF INJURY OR ILLNESS: _____
JOB CLASSIFICATION: _____	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL: _____
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY: _____	PART (S) OF BODY AFFECTED: _____
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME: _____	DATE OF EXAM/TREATMENT: _____

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES **FOR UP TO A 3-MONTH PERIOD** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS _____
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

WORK HOURS/DAYS OF WEEK: \_\_\_\_\_

SPECIFIC DUTIES (attach list of duties if available): \_\_\_\_\_

---



---



---



---

\*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE _____	DATE _____	LIMITED DUTY SUPERVISOR _____	DATE _____
DEPARTMENT DISABILITY COORDINATOR _____		DATE _____	

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,  
Department Personnel Section  
AK 143

**SEIU, LOCAL 1021  
RANK AND FILE UNIT**

**SUBJECT INDEX**

Accrual During Leave Without Pay.....	37
Administration of Sick Leave .....	40
Adoption .....	107
Advance Notice .....	7
Agency Shop (Representation of Temporary Employees) .....	101
Agency Shop (Union Security) .....	4
Aggregate Use for Spouses .....	53
Anniversary Dates .....	11
Arbitration.....	79
Attendance at Meetings .....	8
Automated Timekeeping Implementation.....	20
Bilingual Provisions .....	82
Call Back Time Pay.....	23
Career Ladder .....	92
Catastrophic Leave Bank .....	49
Chapter Officers .....	9
Classes With Probation Periods Over Six/Nine Months .....	69
Coerced Resignations .....	74
Communicating With Employees .....	6
Commuter Benefit Program.....	85
Compensation Complaints .....	81
Compensation for Portion of Month .....	12
Compensatory Time.....	21
Competitive Exam .....	71
Constructive Resignation .....	74
Continuous Testing for Flexibly Staffed Classes .....	91
Conversion to the New SDI Program .....	48
Counseling .....	87
Coverage During Absences .....	66
Credits to and Charges Against Sick Leave .....	37
Days and Hours of Work .....	17
Deferred Compensation Incentive .....	83
Definitions (Days and Hours of Work) .....	17
Definitions (Leave of Absence) .....	53
Definitions .....	2
Department Head and County Administrator Meetings .....	92
Department Notification (of Shop Stewards) .....	10
Department/Union Meetings .....	92
Dependent Care Assistance Program.....	66

Dependent Care .....	105
Disability .....	42
Disability Insurance Review Committee .....	48
Discrimination .....	8
Dismissal, Suspension and Demotion .....	75
Dual Coverage .....	63
Dues Deduction .....	4
Duration of Agreement .....	108
Effective Resignation .....	74
Emergency Appointments .....	101
Employee Annual Health Examination .....	48
Employee Representation Rights .....	77
Entrance Salary .....	11
Expedited Board of Adjustment (Step 5) .....	79
Expedited Board of Adjustment Procedures.....	80
Family Care Leave or Medical Leave .....	52
Family Member Eligibility Criteria .....	62
Flexible Staffing .....	91
Furlough Days Without Pay .....	52
General Wages .....	10
Grievance Procedure .....	78
Grievance Procedure (Representation of Temporary Employees).....	104
Grievance Time Limits.....	81
Group Health Plan Coverage .....	54
Health Benefit Access for Employees Not Otherwise Covered .....	67
Health Care Spending Account .....	65
Health Plan Coverages .....	58
Health Plan Coverages and Provisions .....	62
Health Savings Account .....	65
Health, Life, & Dental Care.....	58
Holiday and Compensatory Time Provisions.....	34
Holiday is Observed (NOT WORKED) .....	30
Holiday is WORKED.....	32
Holidays and Personal Holiday Credit.....	29
Indemnification and Defense of County Employees.....	98
Intermittent Use of Leave .....	52
Joint Labor/Management Benefit Committee .....	59
Jury Duty .....	57
Layoff (during Probation).....	70
Layoff .....	25
Leave of Absence - Certification .....	52

Leave of Absence – Replacement and Reinstatement.....	55
Leave of Absence - Return .....	55
Leave of Absence .....	50
Leave Pending Employee Response (to Notice of Proposed Action).....	77
Leave Without Pay – Use of Accruals .....	55
Leave Without Pay (Sick Leave) .....	46
Length of Service Definition (for service awards & vacation accruals) .....	96
Life Insurance Benefit Under Health and Dental Plans .....	65
Longevity.....	10
Lump Sum Ratification Payment .....	10
Maintenance of Membership .....	6
Mediation (Step 4).....	79
Medical Plan Cost-Sharing.....	64
Mental Health Screening Differential .....	86
Merit Board.....	82
Method of Integration (Worker’s Comp) .....	46
Mileage .....	85
Military Leave .....	52
Modification and Decertification .....	98
Monthly Premium Subsidy.....	59
No Strike .....	82
Non-English Speaking Caseloads .....	83
Non-Exclusivity (leave of absence) .....	56
Notice of New Employees .....	86
Office Stewards.....	9
On-Call Duty .....	23
Open Exam .....	71
Overtime, Compensatory Time, & Straight Time.....	20
Paid Time Off (Temporary Employees).....	103
Partial Month (Employee Contribution to Health Plan Premiums).....	66
Part-Time Compensation .....	12
Part-Time Differential .....	22
Pay for Work in Higher Classification .....	15
Pay Warrant Errors .....	16
Payment (10 <sup>th</sup> and 25 <sup>th</sup> ).....	16
Performance Evaluation.....	88
Permanent Part-Time Employee Benefits .....	97
Permanent-Intermittent Employee Special Pays &Benefits.....	97
Personal Property Reimbursement .....	95
Personnel Actions .....	86
Personnel Files .....	86
Personnel Management Regulations .....	107
Policies Governing the Use of Paid Sick Leave .....	38

Position Reclassification .....	72
Pregnancy Disability Leave .....	54
Premium Conversion Plan.....	66
Prevailing Section .....	66
Probationary Period.....	69
Program Committees .....	93
Program Design (Catastrophic Leave Bank) .....	49
Project Employees .....	105
Promotion - Via Reclassification Without Examination .....	71
Promotion Policy .....	71
Promotion.....	71
Promotional Employment List – Rule of Five .....	72
Provisional Employee Benefits .....	97
Provisional Employees .....	104
Purpose of Sick Leave .....	37
Rate Information (Health, Life, & Dental Car).....	66
Reassignment of Laid Off Employees .....	29
Recognition (Temporary Employees) .....	99
Reimbursement for Meal Expenses .....	95
Reimbursement for Use of Personal Vehicle.....	85
Reinstatement From Family Care Medical Leave .....	56
Rejection During Probation of Layoff Employee.....	71
Rejection During Probation .....	69
Requirements for Promotional Standing.....	72
Resignations .....	73
Respite Leave Without Pay .....	85
Retirement Contribution .....	67
Retirement Coverage .....	60
Revised Probationary Period.....	69
Revocation (of Resignation) .....	74
Safety Employees Retirement.....	68
Safety Program .....	90
Safety Retirement (for Social Casework Specialist) .....	106
Salaries .....	10
Salary Differential (Bilingual) .....	82
Salary Increments Within Range .....	11
Salary Increments Within Range (Temporary Employees).....	103
Salary on Appointment from a Layoff List .....	14
Salary on Involuntary or Voluntary Demotion .....	14
Salary on Promotion .....	13
Salary Reallocation and Salary on Reallocation .....	13
Salary Review While on Leave of Absence.....	56
Scope of Agreement and Separability of Provision .....	107
Scope of Arbitration Decisions and Expedited Board of Adjustment.....	81
Seniority Credits .....	72
Separation Through Layoff .....	26

Service Awards .....	97
Shift Differential .....	24
Shop Stewards and Official Representatives .....	8
Sick Leave .....	37
Skelly Requirements .....	76
Spanish Notices of Action .....	82
Special Employment Lists .....	28
Special Studies and Other Actions.....	106
Staffing Allocations and Reassignments .....	94
Staffing Allocations and Workload Distribution .....	92
Staffing Review .....	92
Staggered Work Schedule .....	18
State Disability Insurance (SDI) .....	46
Sufficient Cause for Action (for Dismissal, Suspension & Demotion) .....	75
Supplemental Life Insurance.....	65
Suspension (length of) .....	77
Telecommuting Options .....	106
Temporary Employees .....	99
Time Off to Vote .....	56
Training Reimbursement .....	84
Transfer (Salaries).....	14
Transfer Without Examination .....	73
Transfer.....	72
Unauthorized Absence .....	56
Unfair Labor Practice .....	98
Union Dues Form .....	6
Union Notification (Grievance) .....	82
Union Recognition .....	4
Union Security .....	4
Use of County Buildings.....	7
Vacation Accrual Rates .....	35
Vacation Allowance for Separated Employees.....	37
Vacation Allowance.....	35
Vacation Leave .....	35
Vacation Preference .....	37
Voluntary Vision Plan .....	65
Wages.....	10
Withdrawal of Membership.....	6
Witness Duty .....	58
Workers' Compensation .....	44
Workforce Reduction/Layoff/Reassignment .....	25
Workload Streamlining .....	93
Written Statement for New Employees .....	8

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CONTRA COSTA COUNTY**

**AND**

**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**



**JULY 1, 2016 - JUNE 30, 2019**

**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

**TABLE OF CONTENTS**

**DEFINITIONS**

<b><u>SECTION 1</u></b>	<b><u>UNION RECOGNITION</u></b> .....	4
<b><u>SECTION 2</u></b>	<b><u>UNION SECURITY</u></b>	
2.1	Dues Deduction .....	4
2.2	Agency Shop .....	4
2.3	Maintenance of Membership .....	5
2.4	Union Dues Form .....	6
2.5	Withdrawal of Membership .....	6
2.6	Communicating With Employees.....	6
2.7	Use of County Buildings.....	7
2.8	Advance Notice .....	7
2.9	Written Statement for New Employees.....	8
<b><u>SECTION 3</u></b>	<b><u>NO DISCRIMINATION</u></b> .....	8
<b><u>SECTION 4</u></b>	<b><u>SHOP STEWARDS AND OFFICIAL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings .....	8
4.2	Union Representatives.....	9
4.3	Social Service Office Stewards.....	9
4.4	Department Notification .....	9
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	General Wages .....	9
5.2	Entrance Salary.....	10
5.3	Anniversary Dates .....	10
5.4	Increments Within Range .....	11
5.5	Part-Time Compensation .....	12
5.6	Compensation for Portion of Month .....	12
5.7	Position Reclassification .....	12
5.8	Salary Reallocation & Salary on Reallocation .....	12
5.9	Salary on Promotion.....	13
5.10	Salary on Appointment From a Layoff List.....	13
5.11	Salary on Involuntary Demotion .....	13
5.12	Salary on Voluntary Demotion .....	14
5.13	Transfer.....	14
5.14	Pay for Work in Higher Classification .....	14
5.15	Payment .....	15
5.16	Pay Warrant Errors .....	16
<b><u>SECTION 6</u></b>	<b><u>DAYS &amp; HOURS OF WORK</u></b>	
6.1	Definitions .....	16
6.2	Staggered Work Schedule.....	17
6.3	Automated Timekeeping Implementation .....	18
6.4	Time Reporting/Time Stamping .....	19



<b><u>SECTION 7</u></b>	<b><u>PAID PERSONAL LEAVE</u></b> .....	19
<b><u>SECTION 8</u></b>	<b><u>CALL BACK TIME PAY</u></b> .....	19
<b><u>SECTION 9</u></b>	<b><u>ON-CALL DUTY</u></b> .....	20
<b><u>SECTION 10</u></b>	<b><u>SHIFT DIFFERENTIAL</u></b> .....	20
<b><u>SECTION 11</u></b>	<b><u>SENIORITY, WORKFORCE REDUCTION, LAYOFF &amp; REASSIGNMENT</u></b>	
11.1	Workforce Reduction .....	21
11.2	Separation Through Layoff .....	22
11.3	Notice .....	25
11.4	Special Employment Lists.....	25
11.5	Reassignment of Laid Off Employees .....	25
<b><u>SECTION 12</u></b>	<b><u>HOLIDAYS</u></b>	
12.1	Holidays and Personal Holiday Credit .....	26
12.2	Holidays is Observed (NOT WORKED) .....	27
12.3	Permanent-Intermittent Employees .....	28
<b><u>SECTION 13</u></b>	<b><u>VACATION LEAVE</u></b>	
13.1	Vacation Allowance.....	28
13.2	Vacation Accrual Rates.....	29
13.3	Vacation Accrual During Leave Without Pay.....	30
13.4	Vacation Allowance for Separated Employees .....	30
13.5	Vacation Preference .....	31
<b><u>SECTION 14</u></b>	<b><u>SICK LEAVE</u></b>	
14.1	Purpose of Sick Leave .....	31
14.2	Credits to & Charges Against Sick Leave.....	31
14.3	Policies Governing Use of Paid Sick Leave .....	31
14.4	Administration of Sick Leave .....	34
14.5	Disability .....	35
<b><u>SECTION 15</u></b>	<b><u>WORKERS' COMPENSATION AND CONTINUING PAY</u></b>	
15.1	Workers' Compensation .....	38
15.2	Method of Integration .....	40
15.3	State Disability.....	40
15.4	General Provisions.....	40
15.5	Procedures.....	40
15.6	Method of Integration .....	41
15.7	Definition .....	41
15.8	Conversion to the New SDI Program.....	42
<b><u>SECTION 16</u></b>	<b><u>CATASTROPHIC LEAVE BANK</u></b>	
16.1	Program Design .....	42
16.2	Operation .....	42
<b><u>SECTION 17</u></b>	<b><u>LEAVE OF ABSENCE</u></b>	
17.1	Leave Without Pay.....	44
17.2	General Administration-LOA.....	44
17.3	Furlough Days Without Pay .....	45

17.4	Military Leave .....	45
17.5	Family Care Leave or Medical Leave .....	45
17.6	Medical Certification.....	46
17.7	Intermittent Use of Leave.....	46
17.8	Aggregate Use for Spouse .....	46
17.9	Definitions .....	46
17.10	Pregnancy Disability Leave.....	47
17.11	Group Health Plan Coverage.....	47
17.12	Leave Without Pay – Use of Accruals .....	48
17.13	Leave of Absence Replacement and Reinstatement.....	48
17.14	Leave of Absence Return .....	49
17.15	Reinstatement From Family Care Medical Leave .....	49
17.16	Salary Review While on Leave of Absence.....	49
17.17	Unauthorized Absence.....	49
17.18	Non-Exclusivity.....	49
17.19	Time Off to Vote.....	49
<b><u>SECTION 18</u></b>	<b><u>JURY DUTY AND WITNESS DUTY</u></b>	
18.1	Jury Duty .....	50
18.2	Witness Duty.....	51
<b><u>SECTION 19</u></b>	<b><u>HEALTH, LIFE AND DENTAL CARE</u></b>	
19.1	Health Plan Coverages .....	51
19.2	Monthly Premium Subsidy .....	52
19.3	Retirement Coverage.....	53
19.4	Health Plan Coverages and Provisions .....	55
19.5	Family Member Eligibility Criteria.....	55
19.6	Dual Coverage .....	57
19.7	Medical Plan Cost-Sharing on and after January 1, 2016.....	57
19.8	Life Insurance Benefit Under Health and Dental Plans.....	58
19.9	Supplemental Life Insurance .....	58
19.10	Health Care Spending Account .....	58
19.11	PERS Long-Term Care.....	59
19.12	Voluntary Vision Plan.....	59
19.13	Health Savings Account.....	59
19.14	Dependent Care Assistance Program.....	59
19.15	Premium Conversion Plan .....	59
19.16	Prevailing Section .....	59
19.17	Rate Information.....	60
19.18	Partial Month .....	60
19.19	Coverage During Absences.....	60
19.20	Child Care .....	60
19.21	Health Benefit Access for Employees Not Otherwise Covered.....	60
<b><u>SECTION 20</u></b>	<b><u>PROBATIONARY PERIOD</u></b>	
20.1	Duration.....	60
20.2	Classes With Probation Periods Over Six/Nine Months.....	61
20.3	Revised Probationary Period .....	61
20.4	Criteria.....	61
20.5	Rejection During Probation.....	61
20.6	Regular Appointment .....	62
20.7	Layoff During Probation .....	62
20.8	Rejection During Probation of Layoff Employee.....	62

<b><u>SECTION 21</u></b>	<b><u>PROMOTION</u></b>	
21.1	Competitive Exam .....	63
21.2	Promotion Policy .....	63
21.3	Open Exam .....	63
21.4	Promotion via Reclassification Without Examination .....	63
21.5	Requirements for Promotional Standing.....	63
21.6	Seniority Credits .....	63
21.7	Physical Examination .....	64
<b><u>SECTION 22</u></b>	<b><u>TRANSFER</u></b>	
22.1	Transfer Conditions.....	64
22.2	Transfer Without Examination .....	64
22.3	Transfer Policy .....	65
22.4	Miscellaneous Assignments .....	65
<b><u>SECTION 23</u></b>	<b><u>RESIGNATIONS</u></b>	
23.1	Resignation in Good Standing .....	65
23.2	Constructive Resignation .....	66
23.3	Effective Resignation .....	66
23.4	Revocation .....	66
23.5	Coerced Resignations.....	66
<b><u>SECTION 24</u></b>	<b><u>DISMISSAL, SUSPENSION AND DEMOTION</u></b>	
24.1	Sufficient Cause for Action .....	67
24.2	Skelly Requirements .....	68
24.3	Leave Pending Employee Response .....	69
24.4	Length of Suspension .....	69
24.5	Procedure on Dismissal, Suspension or Disciplinary Demotion .....	69
24.6	Employee Representation Rights .....	69
<b><u>SECTION 25</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
25.1	Definition and Procedural Steps .....	70
25.2	Step 5. Expedited Board of Adjustment.....	71
25.3	Scope of Arbitration Decisions, and Expedited Board of Adjustment ...	73
25.4	Time Limits.....	73
25.5	Compensation Complaints.....	73
25.6	Strike/Work Stoppage.....	73
25.7	Merit Board.....	74
25.8	Filing by Union .....	74
25.9	Union Notification .....	74
<b><u>SECTION 26</u></b>	<b><u>BILINGUAL PROVISIONS</u></b> .....	74
<b><u>SECTION 27</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
27.1	Contributions .....	74
27.2	Retirement Benefits – Non-Safety Employees .....	75
<b><u>SECTION 28</u></b>	<b><u>TRAINING REIMBURSEMENT</u></b> .....	75
<b><u>SECTION 29</u></b>	<b><u>MILEAGE</u></b>	
29.1	Reimbursement Rate .....	76
29.2	Commuter Benefit Program .....	76

<b><u>SECTION 30</u></b>	<b><u>RESPIRE LEAVE WITHOUT PAY</u></b> .....	76
<b><u>SECTION 31</u></b>	<b><u>PROJECT EMPLOYEES</u></b> .....	76
<b><u>SECTION 32</u></b>	<b><u>NOTICE OF NEW EMPLOYEES</u></b> .....	76
<b><u>SECTION 33</u></b>	<b><u>PERSONNEL FILES</u></b>	
33.1	Inspection.....	77
33.2	Inspection Exclusions .....	77
33.3	Removal and Release of Material.....	77
33.4	Copies .....	77
33.5	Employee Response.....	77
<b><u>SECTION 34</u></b>	<b><u>COUNSELING</u></b> .....	78
<b><u>SECTION 35</u></b>	<b><u>PERFORMANCE EVALUATION</u></b>	
35.1	Purpose.....	78
35.2	Probationary Period .....	78
35.3	Annual Evaluation .....	78
35.4	Below Standard Evaluation.....	79
35.5	Discussion With Employee .....	79
35.6	Definitions of Ratings .....	79
35.7	Appeal Procedure .....	79
<b><u>SECTION 36</u></b>	<b><u>SAFETY PROGRAM</u></b> .....	80
<b><u>SECTION 37</u></b>	<b><u>FLEXIBLE STAFFING</u></b>	
37.1	Designation .....	81
37.2	Continuous Testing for Flexibly Staffed Classes.....	81
<b><u>SECTION 38</u></b>	<b><u>STAFFING ALLOCATIONS AND REASSIGNMENTS</u></b> .....	82
<b><u>SECTION 39</u></b>	<b><u>REIMBURSEMENT FOR MEAL EXPENSES</u></b> .....	83
<b><u>SECTION 40</u></b>	<b><u>PERSONAL PROPERTY REIMBURSEMENT</u></b> .....	83
<b><u>SECTION 41</u></b>	<b><u>LENGTH OF SERVICE DEFINITION</u></b> <b><u>(for Svc Awards &amp; Vac Accruals)</u></b> .....	84
<b><u>SECTION 42</u></b>	<b><u>SERVICE AWARDS</u></b> .....	84
<b><u>SECTION 43</u></b>	<b><u>PERMANENT PART-TIME EMPLOYEE BENEFITS</u></b> .....	85
<b><u>SECTION 44</u></b>	<b><u>PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS</u></b> <b><u>&amp; BENEFITS</u></b> .....	85
<b><u>SECTION 45</u></b>	<b><u>PROVISIONAL EMPLOYEE BENEFITS</u></b> .....	85
<b><u>SECTION 46</u></b>	<b><u>INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES</u></b> .....	85
<b><u>SECTION 47</u></b>	<b><u>MODIFICATION AND DECERTIFICATION</u></b> .....	86

<b><u>SECTION 48</u></b>	<b><u>UNFAIR LABOR PRACTICE</u></b>	
48.1	Filing.....	86
48.2	Unfair Labor Practice - County.....	86
48.3	Unfair Labor Practice - Union .....	87
<b><u>SECTION 49</u></b>	<b><u>DEPENDENT CARE</u></b> .....	87
<b><u>SECTION 50</u></b>	<b><u>SPECIAL STUDIES/OTHER ACTIONS</u></b>	
50.1	Task Force .....	87
50.2	Differentials .....	88
50.3	Grievance Procedure .....	88
50.4	Ergonomics .....	88
<b><u>SECTION 51</u></b>	<b><u>SPECIAL BENEFITS</u></b> .....	88
<b><u>SECTION 52</u></b>	<b><u>ADOPTION</u></b> .....	92
<b><u>SECTION 53</u></b>	<b><u>SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION</u></b>	
53.1	Scope of Agreement .....	92
53.2	Separability of Provisions.....	92
53.3	Personnel Management Regulations .....	92
53.4	Duration of Agreement.....	93

**ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
SOCIAL SERVICES UNION, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of *the Contra Costa County* Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

**DEFINITIONS**

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

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

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

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

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

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

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

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

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

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

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

## **DEFINITIONS**

---

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

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

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

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

**Resignation:** The voluntary termination of permanent service with the County from a position in the Merit System.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

**Union:** Social Services Union Local 1021, Service Line Supervisors Unit.



---

## **SECTION 1 – UNION RECOGNITION**

### **SECTION 1 – UNION RECOGNITION**

The Union is the formally recognized employee organization for the Social Service First Line Supervisors' Representation unit and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution No. 81/1165.

### **SECTION 2 – UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction or agency fee for all employees in its units.

**2.2 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
  - 1. Become and remain a member of the Union; or
  - 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
  - 3. do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one

## **SECTION 2 – UNION SECURITY**

---

month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a fee payer to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Union shall provide the Director of Human Resources with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after (June 30) shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the Union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3, 2.4, and 2.5 shall apply to dues-paying members of the Union.

**2.3 Maintenance of Membership.** All employees represented by the Union who are currently paying dues to the Union and all employees in such unit who hereafter become

## **SECTION 2 – UNION SECURITY**

members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the classification to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4.

**2.4 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into an MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing between August 1 and August 31, any employee assigned to a classification represented by the Union may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1 discontinuance of dues payments to then be reflected in the October 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if

## **SECTION 2 – UNION SECURITY**

---

the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters

## **SECTION 3 – NO DISCRIMINATION**

within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification which is in the Social Service First Line Supervisors Unit that their classification is represented by Local 1021, and the name of a representative of Local 1021. The County shall provide an opportunity for the Union to make a thirty (30) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

## **SECTION 3 – NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, political opinion, sex, sexual orientation, or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age or physical disability.

## **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU;
- D. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;

## **SECTION 5 – SALARIES**

---

- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Union Representatives.** The Union shall designate three (3) representatives who shall be allowed time off on County time up to five (5) hours per week per representative, for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or other management representatives on matters within the scope of representation or for the reasons as provided in 4.1.a-e. above. In order to minimize disruptions due to the representative's absence, the representative will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the representative's scope of responsibility which may arise during the representative's absence.

**4.3 Social Service Office Stewards.** The Union may designate three (3) stewards in the Department of Employment and Human Services who may be allowed to attend meetings held on County time for the purposes provided in 4.1.d above. In order to minimize disruptions due to the steward's absence, the steward will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the steward's scope of responsibility which may arise during the steward's absence.

**4.4 Department Notification.** The Union shall notify in writing the Department Head or designee of those persons designated as official representatives and as stewards and of any changes of such designations when made.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective on the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective on July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).

Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

C. **Lump Sum Ratification Payment**

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid a lump sum ratification payment of one thousand dollars (\$1,000). Permanent part-time employees, including project employees, who meet all of the following criteria, will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1,000) by the employee's approved position hours (for example: \$1,000 x (20/40)= \$500).

Criteria:

- a. The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.
  - b. Temporary, permanent-intermittent, and per diem employees are not eligible for the ratification payments.
2. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.2 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made.

However, the appointing authority may fill a particular position a step above the minimum of the range.

**5.3 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.a above.

## **SECTION 5 – SALARIES**

---

- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Transfer Anniversary. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

**5.4 Increments Within Range.** The performance of each employee, except those employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time submitted by the Appointing Authority.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.



## **SECTION 5 – SALARIES**

---

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

The Department of Employment and Human Services shall give reasonable consideration to requests for part-time assignments.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

**5.8 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each

## **SECTION 5 – SALARIES**

---

incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.11 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights,

## **SECTION 5 – SALARIES**

---

the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.12 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, unless the Board provides otherwise by resolution, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.13 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary. However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.14 Pay for Work in Higher Classification.** When an employee in a permanent position in the Merit System is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion of this MOU, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

## **SECTION 5 – SALARIES**

---

- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- E. The appropriate authorization form has been submitted by the Department Head at least fifteen (15) days prior to the expiration of the seventeen (17) day waiting period and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged. This provision shall apply to Short Term Higher Level Reassignments in deep classes.
- J. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.15 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

## **SECTION 6 – DAYS AND HOURS OF WORK**

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.15, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.16 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay shall be corrected as soon as possible as to current pay rate but no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

## **SECTION 6 – DAYS AND HOURS OF WORK**

### **6.1 Definitions**

- A. Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

## **SECTION 6 – DAYS AND HOURS OF WORK**

---

- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).
- H. **Workweek for Twenty Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.

## **SECTION 6 – DAYS AND HOURS OF WORK**

---

- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one-half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
  - E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two (2) situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two (2) or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three (3) or fewer workers may be clustered with another unit of a like program function in the immediate work area for purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).
  - F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
  - G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
  - H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
  - I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
  - J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
  - K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.
- 6.3 Automated Timekeeping Implementation:** The Union agrees to the implementation of an Automated Timekeeping System.

## **SECTION 7 – PAID PERSONAL LEAVE**

---

**6.4 Time Reporting/Time Stamping:** Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

## **SECTION 7 – PAID PERSONAL LEAVE**

Effective January 1, 1997, employees in the Social Services First-Line Supervisors Unit will be credited with fifty (50) hours of paid personal leave to recognize the fact that these employees do not and will not receive payment for overtime. Said fifty (50) hours must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no payoff of unused personal leave credits. Administration of paid personal leave shall be administered in accordance with provisions of Administrative Bulletin 323.

## **SECTION 8 - CALL BACK TIME PAY**

- A. If approved by the County Administrator's Office, a permanent full-time and permanent part-time employee assigned to the Emergency Response Program who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.
- B. Effective January 1, 2015, permanent full-time and part-time employees in the classification of Social Work Supervisor II (X0HA) who are assigned to the Emergency Response Program (Org. Number 5216) and are contacted by telephone during their on-call duty, will not receive any additional pay if the cumulative total of the telephone conversations do not exceed thirty (30) minutes per on-call shift. If the telephone conversations exceed a cumulative total of thirty (30) minutes up to a maximum of sixty (60) minutes per on-call shift, the employee will be paid telephone call back pay at one and one-half (1.5) times the employee's regular rate of pay in one minute increments up to a maximum of sixty (60) minutes. If the telephone conversations exceed a cumulative total of sixty (60) minutes per on-call shift, the employee will be paid Call Back Time in accordance with Section 8.A. above.



**SECTION 9 – ON-CALL DUTY**

If approved by the County Administrator's Office, a permanent full-time or part-time employee assigned to the Emergency Response Program who is assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

- a. A permanent full-time or part-time employee assigned to the Emergency Response Program is not scheduled to work on County premises, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
- b. The Department Head designates and County Administrator's Office approves those permanent full-time or part-time employees who will be assigned to on-call duty and such decision is final.

**SECTION 10 – SHIFT DIFFERENTIAL**

A. Permanent full-time and permanent part-time employees:

1. Permanent full-time and permanent part-time employees will be paid a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

- B. Permanent Intermittent employees:
1. Permanent Intermittent employees will be paid a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
  2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

### **11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.

3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted,

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.

- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

- K. **Removal of Names from Reemployment and Layoff Certifications.** The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

**SECTION 12 - HOLIDAYS**

**12.1 Holidays and Personal Holiday Credit.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day  
Third Monday in January known as Dr. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans' Day  
Fourth Thursday in November, known as Thanksgiving Day  
The Friday after Thanksgiving  
December 25th, known as Christmas Day

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

- 1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.
  - 2. For employees who work in twenty-four (24) hour facilities and who are assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments and may not be rounded, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit.
  - C. Employees will accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal credits at the employee's then current pay rate
  - D. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an

## **SECTION 12 - HOLIDAYS**

---

employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### **12.2 Holiday is Observed (NOT WORKED)**

#### **A. Full Time Employees:**

1. **Holidays Observed – Full Time Employees:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday [eight (8) hours off], without a reduction in pay, whenever a holiday is observed by the County.
2. **Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) in recognition of his/her regularly scheduled day off.
3. **Holiday Observed- Full Time Employee Scheduled in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours:** When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

#### **B. Part Time Employees:**

1. **Holidays Observed – Part Time Employees:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ( $24/40 \times 8 = 4.8$ ). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."



## **SECTION 13 – VACATION LEAVE**

2. **Holiday Observed on Regular Day off of Part Time Employees:** When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the “part time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) in the amount of the “part time employee’s holiday hours” in recognition of his/her scheduled day off.
3. **Holiday Observed- Part Time Employees Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours”:** When the number of hours in a part time employee’s scheduled work day that falls a holiday is more than the employee’s “part time employee’s holiday hours,” the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employees “part time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed- Part Time Employees Scheduled to Work Less than “Part Time Employee’s Holiday Hours”:** When the number of hours in a part time employee’s scheduled work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours,” the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee’s scheduled work hours and the employee’s “part time employee’s holiday hours.”

**12.3 Permanent-Intermittent Employees:** Permanent-Intermittent employees who work on a holiday are entitled to receive regular pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

## **SECTION 13 – VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 – Compensation for Portion of Month of this MOU. Vacation may be taken in increments of one (1) minute and may not be rounded. Vacation credits may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

## **SECTION 13 – VACATION LEAVE**

---

### **13.2 Vacation Accrual Rates.**

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

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro-rata basis as provided in Section 36-1.006 of Board Resolution No. 81/1165.

#### **A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

#### **Example:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

#### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

**B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

**Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

**Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

**C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment. Employees who are separated and rehired with the County will have their Service Award Date adjusted in accordance with Section 16.2 of the Salary Regulations.

**13.3 Vacation Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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

## **SECTION 14 – SICK LEAVE**

---

**13.5 Vacation Preference.** Preference of vacation shall be given to employees according to their seniority in their department as much as is reasonably possible.

### **SECTION 14 – SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations and memoranda of understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee means any person employed by Contra Costa County in an allocated position in the County service.

## **SECTION 14 – SICK LEAVE**

Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason. With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
  
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
  
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
  
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the

## **SECTION 14 – SICK LEAVE**

---

work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

## **SECTION 14 – SICK LEAVE**

---

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

A. Employee Responsibilities.

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.A.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.

## **SECTION 14 – SICK LEAVE**

---

3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department Heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the



## **SECTION 14 – SICK LEAVE**

---

employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
  - 1. a statement of the leave of absence or suspension proposed;
  - 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
  - 3. a statement of the basis upon which the action is being taken;
  - 4. a statement that the employee may review the materials upon which the action is taken;
  - 5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the

## **SECTION 14 – SICK LEAVE**

---

order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his/her representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.  
Scope of the Arbitrator's Review.
1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his/her decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 15 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.

## **SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

- N. No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

### **SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

**15.1 Workers' Compensation.** A permanent employee shall continue to receive the appropriate percent of regular monthly salary, for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from to 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. Employees who leave work as a result of an on-the-job injury will have the balance of that day charged to continuing pay, sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.

A permanent employee shall receive the authorized percentage of regular salary during any period of compensable temporary disability absence. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes permanent, the salary provided in this Section shall terminate. The employee shall return to the County all temporary disability payments received by him/her from any County funded wage replacement program.

No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which salary payments are made.

The maximum period for the described salary continuation for any one injury or illness shall be one year from the date of temporary disability.

- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. All continuing pay under the Workers' Compensation Program will be cleared through the County Administrator's

## **SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

Office, Risk Management Division. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

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

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws.

- C. Full Pay Beyond One (1) Year. If an injured employee remains eligible for temporary disability beyond one (1) year, the authorized salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

## **SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

**15.2 Method of Integration.** An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)  
W = Statutory Workers' Compensation for a month  
S = Monthly salary

**15.3 State Disability.** Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**15.4 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8th) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments.

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

**15.5 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

## **SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

**15.6 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is shown below:

$$L = [(S-D) \div S] \times 8$$

S = Employee Base Monthly Salary

H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]

W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table

C = Calendar Days in each Month

D = Estimated Monthly SDI Benefit [D = (W ÷ 7) x C]

L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

**15.7 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**15.8 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Human Resources Department, Benefits Division.

All employee SDI benefit checks received in the Human Resources Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All Employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

**16.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

### **16.2 Operation.**

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

---

necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.
- C. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.
- D. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- E. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- F. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- G. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- H. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.



## **SECTION 17 – LEAVE OF ABSENCE**

- I. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

### **SECTION 17 – LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**17.2 General Administration - Leaves of Absence.** Requests for leaves of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  1. Illness, disability or serious health condition;
  2. pregnancy or pregnancy disability;
  3. family care;
  4. to take a course of study such as will increase the employee's usefulness on return to the position;
  5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 17.5 below.

## **SECTION 17 – LEAVE OF ABSENCE**

---

- E. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
  
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority granting or denying leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay.** The existing VTO program shall be continued for the life of the contract.

**17.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for such service during mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**17.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
  
- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the

---

## **SECTION 17 – LEAVE OF ABSENCE**

---

adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**17.6 Medical Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**17.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**17.8 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date an employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**17.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. **Child:** A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. **Parent:** A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. **Spouse:** A partner in marriage as defined in California Civil Code Section 4100.
- D. **Domestic Partner:** An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

## **SECTION 17 – LEAVE OF ABSENCE**

---

- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. an estimate of the amount of time which the employee needs to render care or supervision;
  4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;
  4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**17.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health

## **SECTION 17 – LEAVE OF ABSENCE**

plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.6 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **17.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration under Section 15.5 or as provided in the sections below.
  
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
  
- C. Leave of Absence/Long-Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
  
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, and Reassignment shall apply.

## **SECTION 17 – LEAVE OF ABSENCE**

---

**17.14 Leave of Absence Return.** In the Department of Employment and Human Services an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

**17.15 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) workdays of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**17.16 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**17.17 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**17.18 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

**17.19 Time Off to Vote.** Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section must submit a written request at least two (2) working days in advance to his or her immediate supervisor stating the following: name; job classification; department; a statement "I am a registered

## **SECTION 18 – JURY DUTY AND WITNESS DUTY**

voter"; geographic location and address of the employee's polling place; amount of time requested and whether it is to be at the beginning or end of the employee's regular workday; and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

### **SECTION 18 – JURY DUTY AND WITNESS DUTY**

**18.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them (other than mileage allowances) or they make take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 18.1 above. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

### **19.1 Health Plan Coverages.**

The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

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

Medical Plans:

All employees will have access to the following medical plans:

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



## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

### **19.2 Monthly Premium Subsidy:**

- A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

<b>Health &amp; Dental Plans</b>	<b>Employee</b>	<b>Employee +1 Dependent</b>	<b>Employee +2 or More Dependents</b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

- D. **Joint Labor/Management Benefit Committee.** The Unions and County agree to create a Joint Labor/Management Benefit Committee (“Benefit Committee”) and convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 19 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefits Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

### **19.3 Retirement Coverage:**

#### **A. Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees’ Retirement Association (“CCCERA”) may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County

## ***SECTION 19 - HEALTH, LIFE & DENTAL CARE***

---

premium subsidy.

- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.
  5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

**19.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**19.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

## ***SECTION 19 - HEALTH, LIFE & DENTAL CARE***

---

### **A. Health Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

### **19.7 Medical Plan Cost-Sharing on and after January 1, 2016.**

- a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 19.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan 4310	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 19.7.a., above, for medical plans.

**SECTION 19 - HEALTH, LIFE & DENTAL CARE**

- c. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 19.2.b, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

- d. Notwithstanding subsections a. and b. of 19.7, above, beginning the month following a special open enrollment in the 2017 plan year, the County will pay for active employees the following total amounts for the Kaiser Permanente Health Plan A:

Medical Plan	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Kaiser Permanente Health Plan A	\$496.07	\$938.73	\$1,623.57

For each subsequent plan year during the term of the agreement, the premium increase cost-sharing referenced in subsection 19.7.b., above, for the Kaiser Permanente Plan A only will be in addition to the amounts paid by the County in this subsection 19.7.d.

**19.8 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**19.9 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**19.10 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

**19.11 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**19.12 Voluntary Vision Plan:** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

**19.13 Health Savings Account:** Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent-intermittent employees.

**19.14 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**19.15 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**19.16 Prevailing Section:** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Health, Life & Dental Care) will prevail.



## **SECTION 20 – PROBATIONARY PERIOD**

**19.17 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**19.18 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**19.19 Coverage During Absences.** Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**19.20 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

**19.21 Health Benefit Access for Employees Not Otherwise Covered.** To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

## **SECTION 20 – PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

## **SECTION 20 – PROBATIONARY PERIOD**

---

**20.2 Classes With Probation Periods Over Six/Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments: None.

**20.3 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous unpaid absence exceeding fifteen (15) calendar days, except as otherwise provided by law.

For those employees appointed to permanent-intermittent positions with a nine (9) months probation period, probation will be considered completed upon serving fifteen hundred (1,500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, Union activities, or race, color, national origin, sex, age, disability or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

## **SECTION 20 – PROBATIONARY PERIOD**

---

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.8 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

---

### **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exam.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

**21.4 Promotion via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for one (1) year.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one (.05) percent for each completed month of service as a permanent County employee

## **SECTION 22 – TRANSFER**

continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**21.7 Physical Examination.** County employees who are required, as part of the promotional examination process to take a physical examination, shall do so on County time at County expense.

## **SECTION 22 – TRANSFER**

**22.1 Transfer Conditions.** The following conditions are required in order to qualify for transfer:

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;
- B. the employee shall have permanent status in the merit system and shall be in good standing;
- C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;
- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Without Examination.** With the approval of the appropriate appointing authority/authorities and the consent of the employee, the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

- A. the duties and responsibilities of the position from which the employee is being transferred are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.
- B. the employee must possess the minimum qualifications for the job classification to which the employee is being transferred.
- C. the employee must serve the probationary period required for the classification into which the employee is being transferred.

## **SECTION 23 – RESIGNATIONS**

---

- D. an employee rejected during the probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

The Director of Human Resources, upon request, will provide written justification for invoking this section.

**22.3 Transfer Policy.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall, if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

### **22.4 Miscellaneous Assignments.**

- A. Vacancies which do not involve the supervision of Social Casework Specialists, or are not covered by Section 38.g, shall be open for bid to all employees covered by this agreement in accordance with provisions of Section 35 - Performance Evaluation.
- B. When an employee covered by this agreement is appointed to an out of class appointment to a position outside of this bargaining unit, but within the Department, and such appointment is due to the lack of an eligible list, the Department shall request County Human Resources to schedule an examination for said classification except where extenuating circumstances exist.
- C. Social Work Supervisors II with Emergency response experience will be given primary consideration in assigning substitute supervisors to the after-hours Emergency Response Program. All such Social Work Supervisors II will be given the opportunity annually to be placed on the substitute supervisor list in order to be eligible to receive overtime pay for the after-hours Emergency Response Program.

## **SECTION 23 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the

## **SECTION 23 – RESIGNATIONS**

appointing authority requires a longer period, up to four (4) weeks, for a specific reason, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority, except that an oral resignation rescinded in writing by the end of the workday following the oral resignation will be accepted by the appointing authority.

**23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 – Grievance Procedure of the MOU beginning with Step 3.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

---

- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

### **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, or demote any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, or demotion may be based on reasons other than those specifically mentioned:

- A. absence without leave,
- B. conviction of any criminal act involving moral turpitude,
- C. conduct tending to bring the merit system into disrepute,
- D. disorderly conduct,
- E. incompetence or inefficiency,
- F. insubordination,
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- H. neglect of duty, i.e. non-performance of assigned responsibilities,
- I. negligent or willful damage to public property or waste of public supplies or equipment,
- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- M. misappropriation of County funds or property,
- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,



## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

- O. dishonesty or theft,
- P. excessive or unexcused absenteeism and/or tardiness,
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

---

the employee's response is not filed within seven (7) days or any extension, the right to respond is lost.

**24.3 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.4 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.5 Procedure on Dismissal, Suspension, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements, where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

**24.6 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a Union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Union representative can be present. For those interviews, which by nature of the incident must take place immediately, the Union will take reasonable steps to make a Union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

**SECTION 25 – GRIEVANCE PROCEDURE**

**25.1 Definition and Procedure.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 24.5 – Procedure on Dismissal, Suspension, or Disciplinary Demotion. Grievances will be processed in the following manner:

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head 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, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the union, and the Department within fifteen (15) workdays of the date of

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

the Step 3 meeting, unless more time is granted by mutual agreement.

**Step 4 Mediation.** Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3.

This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5 Arbitration.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work 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 Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Step 5. Expedited Board of Adjustment.** If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) union representatives from the unions participating in the EBA process, , no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.

- b. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### Procedures

- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Human Resources staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.
- H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

## **SECTION 25 – GRIEVANCE PROCEDURE**

---

### **25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may 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 under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 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 or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County 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.

**25.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until the MOU is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

**25.6 Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refuse to perform customary duties.

## **SECTION 26 – BILINGUAL PROVISIONS**

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### **25.7 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4, and 5 of Section 25.1 or Step 5 of Section 25.2 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

**25.8 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**25.9 Union Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union in the grievance shall give the Union a copy of the grievance.

## **SECTION 26 – BILINGUAL PROVISIONS**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

Effective January 1, 2007, the current program differential shall be increased to a total of one hundred dollars (\$100.00) per month.

## **SECTION 27 – RETIREMENT CONTRIBUTION**

**27.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees'

## **SECTION 28 – TRAINING REIMBURSEMENT**

---

contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

### **27.2 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013**

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.

## **SECTION 28 – TRAINING REIMBURSEMENT**

The Department of Employment and Human Services shall establish an annually renewable training reimbursement fund in the amount of \$5,000 for the exclusive purpose of reimbursing employees covered by this agreement for the cost of tuition, fees, books, and other employee expenses incurred in the pursuit of work related education, continuing education, or work related graduate degree. Said fund shall replace the career development training reimbursement described in the County Administrative Bulletin on Training. Reimbursement under said fund will be limited to seven hundred fifty dollars (\$750) per year.

When authorized as operationally beneficial to the Department, up to fifty dollars (\$50) of the training reimbursement fund per calendar year per employee may be used toward conference attendance or related materials not covered in the Professional Development Allowance in Section 51.d. Reimbursement under the above limits for the cost of books for career development shall be allowable.



---

**SECTION 29 – MILEAGE**

**29.1 Reimbursement Rate.** Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

**29.2 Commuter Benefit Program.** Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

**SECTION 30 – RESPITE LEAVE WITHOUT PAY**

All employees represented by Local 1021 shall be granted ten (10) days respite leave without pay per fiscal year. Such leave shall be taken in increments of one (1) full day (eight (8) hours) and shall be requested in writing. Conflicting requests for respite leave shall be resolved by the Department Head or designee with preference given to employees according to their seniority in the department, as reasonably as possible. Any balance in the ten (10) days respite leave which remains at the end of the fiscal year shall not be carried over into the next fiscal year.

**SECTION 31 – PROJECT EMPLOYEES**

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues. Project classes are unique and therefore differ from other regular classes represented in the following respects:

1. Project employees are not covered by the Merit System;
2. Project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and
3. Any provision of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

**SECTION 32 – NOTICE OF NEW EMPLOYEES**

The County agrees to periodically mail to Social Services Union, Local 1021 a list of names, classifications, and the designation of permanent employment category of new employees appointed to classifications represented by Local 1021. Said periodic list will be mailed within forty-five (45) days of the end of each month.

**SECTION 33 – PERSONNEL FILES**

A Department shall maintain only one official personnel file.

## **SECTION 33 – PERSONNEL FILES**

---

**33.1 Inspection.** Each employee, or an employee's representative so designated by written authorization of the employee, shall have the right to inspect and review the employee's personnel file upon request at reasonable times and for reasonable periods during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

**33.2 Inspection Exclusions.** Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records which contain a physician's admonition that the employee not see such records, and information or letters of reference shall be specifically excluded from such inspection and review.

**33.3 Removal and Release of Material.** Pre-employment reference material shall be removed from the personnel file after one (1) year of continuous employment with the County.

Medical records may be released to qualified medical authorities upon execution of a written release by the employee and with the concurrence of the County's medical authorities.

**33.4 Copies.** An employee may request copies of other material contained in the personnel file. The employer shall bear the cost of the reproduction of copies.

- A. The County shall provide the employee with copies of all performance evaluation reports and letters of reprimand or warning or other negative material prior to the placement of such documents in the employee's departmental personnel file.
- B. A counseling memo placed in an employee's departmental personnel file which is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file upon the written request of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.
- C. Upon written request of the employee, copies of letters of reprimand or warning shall be sent to the Union.

**33.5 Employee Response.** The County shall afford the employee the opportunity to respond in writing to any information contained in their personnel file. Such response shall be included in the employee's personnel file.

**SECTION 34 – COUNSELING**

Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level.

Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken by the County against any employee unless such counseling has been provided and time for improvement has been given.

The employee's supervisor shall prepare written documentation of such counseling and provide a copy of the documentation to the employee.

The foregoing shall not apply to probationary employees or in those cases where immediate disciplinary action is necessary.

If, after such a counseling session has occurred between a supervisor and employee, the employee requests of the Department Personnel Officer a meeting with a Steward/Officer of the Union and Department representatives, such a meeting shall be held. This meeting shall be held within fifteen (15) working days.

**SECTION 35 – PERFORMANCE EVALUATION**

**35.1 Purpose.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specifications and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for the employee to know where he/she stands with the organization in regard to his/her performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

**35.2 Probationary Period.** During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. Probationary employees receive a preliminary evaluation at the end of three (3) months, and a final evaluation after their fifth (5th) month of probation. An overall rating of STANDARD must be received on the final probationary evaluation in order for the employee to achieve permanent status.

**35.3 Annual Evaluation.** Once an employee achieves permanent status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary. Evaluations will also be made when an employee or supervisor terminates, or when an employee or supervisor is reassigned to another unit and more than three (3) months have elapsed since the last written evaluation.

## **SECTION 35 – PERFORMANCE EVALUATION**

---

**35.4 Below Standard Evaluation.** In the event a permanent employee receives an overall rating of BELOW STANDARD, such employee must be reevaluated within three (3) months following the date of the report. If the employee shows no significant improvement at the end of this period, a recommendation for demotion or dismissal will be made. However, if at the end of three (3) months, there has been improvement but the employee's performance is still not at a STANDARD level, the employee may be given two (2) additional three-month periods to meet the standards if the supervisor agrees those standards will be reached during this period.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of BELOW STANDARD must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas.

If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

**35.5 Discussion With Employee.** The Rater will discuss the report with the employee and provide the employee with a copy at that time if the employee wishes to discuss the report with the Reviewer. In signing the report, the employee is merely acknowledging having seen the report; it does not indicate agreement.

**35.6 Definitions of Ratings.** A factor rating of ABOVE STANDARD means that this part of the employee's work performance is consistently beyond the level expected of a competent worker in the position.

An overall rating of STANDARD means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, promotion, or permanent status.

A factor rating of BELOW STANDARD means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of BELOW STANDARD means the employee's work performance is inadequate and may result in the loss or delay of the salary increment, demotion, dismissal, or rejection on probation.

**35.7 Appeal Procedure.** If an employee believes his/her rating is improper, he/she should discuss it with the Rater. If still not satisfied, the employee should sign the report and place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the Reviewer (the Rater's immediate supervisor). Within five (5) calendar days after being given a copy of the Report of Performance Evaluation, an employee who wishes consideration in addition to the Rater's evaluation should prepare a written statement to the Reviewer as follows: 1) Identify the report by stating the date of the report, the name of the Rater, and the date the report was received; 2) Specify the

## **SECTION 36 – SAFETY PROGRAM**

ratings or comments which he/she believes are incorrect and should be changed; 3) Give facts substantiating the requested changes to these ratings or comments; 4) Keep a copy of the written request and send the original to the Reviewer. Upon receiving the written statement, the Reviewer will have five (5) calendar days to meet with the employee to consider the employee's comments and to respond in writing. The Reviewer's response shall be given to the employee. A copy of the Reviewer's response along with the employee's written statement shall be attached to the Report of Performance Evaluation. Failure to allow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable.

### **SECTION 36 – SAFETY PROGRAM**

The County is committed to providing a safe work environment for our employees. To that end, health and safety standards shall be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations.

The Department of Employment and Human Services shall operate a department-wide employee health and safety program. This program shall consist of:

- A. A central department Safety Committee comprised of two (2) members from each major building location. A major building location is defined as a building that houses at least 100 employees. The representatives for each major building are the Building Supervisor and an SEIU Local 1021 designee. A designated alternate attends the department safety committee meeting in the absence of the Building Supervisor. The Department Safety Coordinator serves as chairperson. The department safety committee meets every six (6) weeks. Minutes of each meeting are recorded and distributed to all EHSD staff.
- B. All Committee members will receive training on a) accident/injury reporting procedures, b) accident/injury investigation and prevention, c) safety awareness, and d) procedures by which safety concerns are handled. This training is conducted through EHSD's Injury and Illness Prevention Program (IIPP).
- C. Committee recommendations shall be reported to and reviewed by the Administration Bureau Director, who acts on recommendations that are within his delegated authority. All other recommendations are reported to the Department Head for review. Responses to such recommendations shall be communicated to the Safety Committee at its next regularly scheduled meeting or some other mutually agreeable period.
- D. Existing Site safety committees will continue to further extend EHSD's safety program.
- E. Safety Committee meeting time and locations will be posted in advance and meetings are open to employees. Employees who wish to attend a Safety Committee meeting during scheduled work hours must request time off in advance

## **SECTION 37 – FLEXIBLE STAFFING**

---

from their supervisor and may use non-sick leave accruals for the meeting attendance.

In addition, departments will continue to ensure a designated Safety Coordinator is selected to serve as the liaison between Risk Management and the department to address any safety issues.

### **SECTION 37 – FLEXIBLE STAFFING**

**37.1 Designation.** Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he/she may then be promoted to the next higher classification within the job series without need of a classification study.

The following job classifications are flexibly staffed: None.

Open examinations at either level in the above mentioned classifications shall be administered upon the request of the Department Head and approval of the Director of Human Resources.

**37.2 Continuous Testing for Flexibly Staffed Classes.** Employees in a flexible staffed job series which have been determined by the Director of Human Resources as appropriate for continuous testing may apply for promotion to the next higher classification level as follows:

Applicants must file the regular Human Resources Department Application for Examination Form and where applicable, the appropriate supplemental questionnaire with the Human Resources Department. The first Friday in each month is the filing deadline for any candidate who meets the minimum qualifications at any time during that month. The names of accepted applicants will be placed on the eligible list by the first working day of the following month. Employees who file applications must notify their supervisor and their departmental personnel officer. Nothing contained in this section shall be construed as making a promotion automatic or automatically effective on the first of the month following the filing of an application. It is the responsibility of the Department that wishes to promote employees in flexibly staffed positions to submit a personnel request (certification request) prior to the first day of the month in which they wish to promote the employee. Personnel requests for promotion of employees to become effective on the first of the month must be in the Human Resources Department by the last working day of the prior month. It is the employee's responsibility to submit applications for promotion sufficiently in advance to assure receipt in the Human Resources Department by the first Friday of the month in which they become eligible for promotion.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

If an error occurs in the Human Resources Department which causes a delay in the processing of an application, said error shall be corrected and the employee shall be placed on the eligible list retroactively to the first of the month following his/her eligibility.

If an operating department verifies in writing the intent to promote an employee on the first of the month following eligibility, said appointment shall be made retroactive to the first of the month following his/her eligibility.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

On the basis of the Department's staffing distribution review, the Department may consider reassignment of staff represented by this agreement.

The following procedure shall be used:

- A. Internal moves within the Division may be made at the discretion of the Assistant Director within twenty (20) working days following publication of staff allocations.
- B. Authorized staffing levels shall be determined as needed by the Department. Vacant authorized positions shall be bid to the appropriate class in all offices for a three-day period and, as provided below, may be certified simultaneously from the appropriate Eligible List, or filled as otherwise provided in the MOU or County Regulations. Where there are at least five (5) bid responses for a Social Work Supervisor II position, or four (4) bid responses for a Social Work Supervisor I or other remaining classes within the representation Unit, the Department shall only interview and select from those respondents. Where there are less than the minimum bid respondents at any point in the bid process, the Department may cert from the appropriate eligible list or fill as otherwise provided in the MOU or County regulations, provided, however, that all bid respondents will be interviewed. Authorized vacancies resulting from the bid process may automatically be certified from an appropriate eligible list. In the event of workload imbalance, upon mutual agreement between the Union and Department, bids may be limited so specific Division(s) to correct said imbalance.
- C. Employees responding to bids shall complete Department Reassignment Request Forms and submit these to the Department Personnel Unit. Such Reassignment Request Forms must be received by 5:00 p.m. on the day the bid closes.
- D. If there are less than five (5) responses to a posted bid notice and the Department is not able to otherwise fill the position, the Department may consider the bid responses and/or consider reassignment of one (1) of the three (3) least senior employees within the classification within two (2) weeks of the closing of the bid. If there are only two (2) bidders, the two (2) bidders will be considered for reassignment along with the least senior employee; if there is only one (1) bidder, that bidder will be considered for reassignment along with the two (2) least senior employees.

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

- E. If a vacancy occurs in the same class and in the same division from which an employee was involuntarily reassigned, the Department shall offer the position to the employee who was involuntarily reassigned. If the employee declines the offer, or voluntarily transfers after such involuntary reassignment, he/she will not be considered for any future vacancies in that Division except as provided for in 38 b. above.
- F. Positions flagged as needing a language skill or special qualifications shall be identified on bids. Only employees having such skill or meeting such qualifications shall be accepted for bid interview or for mandatory reassignments as provided in this section.
- G. Specially funded assignments, assignments of limited duration (less than six (6) months), special circumstances (which generally will be less than six (6) months) or requiring special skills, and assignments made due to reorganization, shall not be subject to procedures in this section. The Department is not limited in its description of the special circumstances described in this section which may necessitate a specific reassignment of employees.
- H. Reassignments shall not be used as a replacement for discipline. Employees on probation or in an Improvement Needed Review status shall not be reassigned. If one (1) of the least senior persons in the class is on Improvement Needed or on probation, a total of three (3) eligible least senior persons in the class will be considered for reassignment, unless the bid is limited to a specific Division in accordance with 38 b. herein, in which case the three (3) least senior persons in that specific Division will be considered for reassignment.
- I. The Department's selection decision in accordance with the procedures outlined in this section are not subject to the Grievance Procedure contained in Section 25 herein.

## **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## **SECTION 40 – PERSONAL PROPERTY REIMBURSEMENT**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.



## **SECTION 41 – LENGTH OF SERVICE DEFINITION**

- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employees eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

## **SECTION 41 – LENGTH OF SERVICE DEFINITION** **(for service awards and vacation accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his/her department.

## **SECTION 42 – SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

## **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.

Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take the day off with pay at each five (5) year anniversary.

## **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

## **SECTION 44 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS**

- A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.
- B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment C. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment C, then the special pay or benefit does not apply to permanent-intermittent employees.

## **SECTION 45 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits. Said provisional employees may participate in the County Group Health Plan Program wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan Program and reinstatement may only be effectuated during the annual open enrollment period.

## **SECTION 46 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment

## **SECTION 47 – MODIFICATION AND DECERTIFICATION**

with the County in accordance with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

### **SECTION 47 – MODIFICATION AND DECERTIFICATION**

For the duration of this MOU the following amendments to Board Resolution No. 81/1165 shall apply:

Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten (10) percent requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty (30) percent requirement.

Section 34-12.013 - Election Procedure (b) shall be modified in the first paragraph to delete the ten (10) percent requirement for any recognized employee organization(s) to appear on the ballot and substitute therefore a thirty (30) percent requirement.

Section 34-12.016 - Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing MOU between the County and the recognized employee organization of the unit prior to the modification proceedings.

Section 34-12.018 - Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect.

### **SECTION 48 – UNFAIR LABOR PRACTICE**

**48.1 Filing.** Either the County or the Union may file an unfair labor practice as defined in Board of Supervisors' Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

**48.2 Unfair Labor Practice - County.** It is an unfair labor practice for the County to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- B. dominate or interfere with the formation of any employee organization or interfere with selection of a majority representative;

## **SECTION 49 – DEPENDENT CARE**

---

- C. contribute financial support to any employee organization; or
- D. refuse to meet and confer in good faith (with representatives of formally organized employee organizations on matters within the scope of representation), or to refuse to consult with informally recognized employee organizations on matters within the scope of representation.

**48.3 Unfair Labor Practice - Union.** It is an unfair labor practice for the Union or their representatives or members to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- B. coerce, attempt to coerce or discipline any member of an organization so as to hinder or impede the performance of his/her duties;
- C. discriminate against any employee with regard to the terms or conditions of membership because of race, color, creed, sex or national origin;
- D. refuse to consult, or meet and confer in good faith, with management representatives on matters within the scope of representation; or
- E. initiate, engage in, cause, instigate, encourage or condone a work stoppage of any kind or other disruptive activities which are detrimental to the conduct of county business and services.

## **SECTION 49 – DEPENDENT CARE**

- A. Dependent Care Information and Referral Service. The County will administer an "Information and Referral Service" through the Contra Costa Child Care Council for the duration of this MOU.
- B. Dependent Care Salary Contribution. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care. Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

## **SECTION 50 – SPECIAL STUDIES/OTHER ACTIONS**

**50.1 Task Force.** The Department of Employment and Human Services and representatives from SEIU Local 1021 Service Line Supervisors will form a Task Force consisting of four (4) representatives from each party to review the amount and nature of

## **SECTION 51 – SPECIAL BENEFITS**

work of Service Line Supervisors. The Task Force will make recommendations to the EHSD Director concerning streamlining functions and/or processes, and establishing priorities for the purpose of addressing workload. The Task Force will begin no later than 75 days after the signing of a new MOU, and will endeavor to complete its recommendations by the end of September 2007.

- A. There shall be meetings between the Department of Employment and Human Services and the Union on at least a quarterly basis (or scheduled as agreed by the parties) to review and discuss the existing amount and nature of work; to share information and ideas on workload issues throughout the Department; and to discuss long-range planning concerning Department programs and implementation. The meeting(s) will be chaired by a Program Bureau Director or Department Personnel Officer or his/her designee.

**50.2 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability; and consistency between percent-based vs. flat-payment differentials.

**50.3 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**50.4 Ergonomics.** No later than May 15, 2000, the County will submit for Coalition input revisions to Administrative Bulletin No. 426 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

## **SECTION 51 – SPECIAL BENEFITS**

Social Services First Line Supervisors represented by Social Services Union, Local 1021 are eligible to receive the following benefits:

- A. **Life Insurance.** Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
- B. **LTD.** Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.
- C. **Vacation Buy Back.** A vacation Buy Back plan will be provided for reimbursement for up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be

## **SECTION 51 – SPECIAL BENEFITS**

---

reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement.

Employees promoted or hired by the County into any classification represented by SEIU 1021 Service Line Supervisors on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by SEIU 1021 Service Line Supervisors will retain that benefit after promoting into a classification represented by SEIU 1021 Service Line Supervisors.

- D. Professional Development. A Professional Development Reimbursement Plan will be provided to include reimbursement of up to one hundred fifty dollars (\$150) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and software and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two (2) year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

- E. Longevity Pay. A Longevity Pay Plan will provide a 2.5% increase in pay at ten (10) years of County Service, subject to appointing authority approval based on merit.

- F. Deferred Compensation Incentive.

1. The County will contribute seventy-five dollars (\$75.00) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

<u>Current Monthly Salary</u>	<u>Qualifying Base Cont. Amount</u>	<u>Monthly Base Cont. Amount for Maintaining Incentive Prog.Eligibility</u>
2500 and below	250	50
2501 – 3334	500	50
3335 – 4167	750	50
4168 – 5000	1000	50
5001 – 5834	1500	100
5835 – 6667	2000	100
6668 and above	2500	100

## **SECTION 51 – SPECIAL BENEFITS**

---

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement. To re-establish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to re-establish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to re-establish eligibility.

2. **Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (**\$150**) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:
- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
  - b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
  - c) The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
  - d) The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
  - e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this Subsection 2 for a period of one (1) month or more will no longer be eligible to receive the County contribution. To establish eligibility, employees must resume deferring the amount required by this Subsection 2.

No amount deferred by the employee or contributed by the County in accordance with this Subsection 2 will count towards the Base Contribution Amount or the Monthly Base Contribution for Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in Subsection 1. No amount deferred by the employee or contributed by the County in accordance with Subsection 1 will count toward the minimum required deferral required by this Subsection 2. The County's contribution amount in accordance with this Subsection 2 will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other

## **SECTION 51 – SPECIAL BENEFITS**

provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2 as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

**G. Deferred Compensation Plan – Loan Provision:** On August 14, 2012, the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision



## **SECTION 52 – ADOPTION**

- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

### **SECTION 52 – ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

### **SECTION 53 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**53.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

**53.2 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.

**53.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU and as such remain in full force and effect.

**SECTION 53 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**53.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

**DATE:** \_\_\_\_\_

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

**SEIU, LOCAL 1021  
(SERVICE LINE SUPERVISORS UNIT):**  
*(Signature / Printed Name)*

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS  
**ATTACHMENTS**

- A. CLASS AND SALARY LISTING
- B. HEALTHCARE COALITION NOTICE OF CHANGES
- C. PERMANENT-INTERMITTENT SPECIAL PAYS AND BENEFITS
- D. RETURN TO WORK POLICY

SEIU, LOCAL 1021  
 SERVICE LINE SUPERVISORS UNIT  
 CLASS AND SALARY LISTING  
EFFECTIVE: 1/1/2017

**ATTACHMENT A**

Job Code	Classification Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
X0HB	SOCIAL WORK SUPERVISOR I		\$5,597	\$6,804
X0H1	SOCIAL WORK SUPERVISOR I-PRJ		\$5,597	\$6,804
X0HA	SOCIAL WORK SUPVSR II		\$6,578	\$7,995
X7HB	VOC ASSESSMENT SUPERVISOR		\$5,847	\$7,107

Contra  
Costa  
County



Human Resources  
Department

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

Lori Gentles  
Assistant County Administrator  
Director of Human Resources

January 26, 2006

Contra Costa Labor Coalition

Re: Healthcare Coalition Notice of Changes

Dear Members of Labor Coalition:

The County agrees to make a good faith effort to notify the Health Coalition and Labor Management Committee(s) of relevant changes that are not subject to meet and confer, but which fall within the topics of discussion by the Health Coalition Committee. The County shall continue to meet and confer with labor organizations on matters which are within the scope of bargaining at the organization's request.

Sincerely,

A handwritten signature in black ink, appearing to read "Francine Cronin".

Francine Cronin  
Assistant Director of Human Resources

Cc: Rollie Katz, Supervising Business Agent PEU, Local One  
Jo Bates, Business Agent, AFSCME, Local 2700  
Brenda Wood, Business Agent, AFSCME, Local 512  
Dr Stephen Daniels, Physicians' & Dentists' Organization of Contra Costa County  
Adelina Huerta, President, Western Council of Engineers  
Michael Weinberg, Senior Field Representative, SEIU Local 535

**ATTACHMENT C**  
**SEIU, Local 1021-Service Line Supervisors**  
**Section 44 –PI Employee Special Pays**

---

**Special Pays for Permanent-Intermittent Employees**

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
Jury Duty-Scheduled Work Day (JRY)	Sec. 18
Military Leave (MLX)	Sec. 17.4
FLSA Overtime (OTF)	None
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 44
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 44
Shift Differential Pay at 5% (SH2)	Sec. 10
Negotiations Time Off (T03)	Sec. 4

**CONTRA COSTA COUNTY  
RETURN TO WORK POLICY  
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.



4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

**B. Employee**

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable



position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK**

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES:  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

<b>PHYSICAL ACTIVITIES (Cont'd)</b>	<b>HOURS PER DAY</b>	<b>COMMENTS</b>
<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

<b>WORKING CONDITIONS</b>	<b>HOURS PER DAY</b>	<b>COMMENTS</b>
<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

<b>WORKER TRAITS</b>	<b>HOURS PER DAY</b>	<b>COMMENTS</b>
<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED DUTY**: \_\_\_\_\_

LIMITED DUTY CAN BE:  FULL TIME  PART TIME

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES**: \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT  OR TEMPORARY ? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

PHYSICIAN'S SIGNATURE

DATE

PHYSICIAN'S NAME

ADDRESS



**CONTRA COSTA COUNTY  
 PHYSICIAN'S STATEMENT OF ABILITY TO WORK  
 ADA/FEHA/non-industrial**

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
 or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

\_\_\_\_\_

\_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES: \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

**PHYSICAL ACTIVITIES (Cont'd)**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

**WORKING CONDITIONS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

**WORKER TRAITS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

**DATE EMPLOYEE CAN START MODIFIED**

**DUTY:** \_\_\_\_\_

MODIFIED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES:** \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

PHYSICIAN'S SIGNATURE

DATE

PHYSICIAN'S NAME

ADDRESS

TELEPHONE NO.

FAX NO.

**COUNTY OF CONTRA COSTA  
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT: _____	
NAME OF EMPLOYEE: _____	DATE OF INJURY OR ILLNESS: _____
JOB CLASSIFICATION: _____	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL: _____
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY: _____	PART (S) OF BODY AFFECTED: _____
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME: _____	DATE OF EXAM/TREATMENT: _____

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES **FOR UP TO A 3-MONTH PERIOD** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS _____
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

WORK HOURS/DAYS OF WEEK: \_\_\_\_\_

SPECIFIC DUTIES (attach list of duties if available): \_\_\_\_\_

---



---



---



---

\*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE _____	DATE _____	LIMITED DUTY SUPERVISOR _____	DATE _____
DEPARTMENT DISABILITY COORDINATOR _____		DATE _____	

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,  
Department Personnel Section  
AK 143



**SEIU, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

**SUBJECT INDEX**

Administration of Sick Leave .....	34
Adoption .....	92
Advance Notice .....	7
Agency Shop .....	4
Aggregate Use for Spouse .....	46
Anniversary Dates .....	10
Annual Evaluation .....	78
Appeal Procedure.....	79
Arbitration .....	71
Attendance at Meetings.....	8
Automated Timekeeping Implementation.....	18
Bilingual Provisions .....	74
Call Back Time Pay .....	19
Catastrophic Leave Bank .....	42
Child Care .....	60
Classes With Probation Periods Over Six/Nine Months .....	61
Coerced Resignations .....	66
Communicating With Employees .....	6
Commuter Benefit Program.....	76
Compensation Complaints .....	73
Compensation for Portion of Month.....	12
Competitive Exam .....	63
Constructive Resignation.....	66
Continuous Testing for Flexibly Staffed Classes .....	81
Conversion to the New SDI Program .....	42
Counseling .....	78
Coverage During Absences.....	60
Credits to & Changes Against Sick Leave.....	31
Days & Hours of Work.....	16
Deferred Compensation Incentive .....	89
Definitions (Days and Hours of Work) .....	16
Definitions (Leave of Absence) .....	46
Department Notification (Of Shop Stewards) .....	9
Dependent Care Assistance Program .....	59
Dependent Care .....	87
Disability .....	35
Discrimination.....	8
Discussion With Employee.....	79
Dismissal, Suspension and Demotion .....	67
Dual Coverage .....	57

Dues Deduction.....	4
Duration of Agreement .....	93
Effective Resignation.....	66
Employee Representation Rights .....	69
Employee Response .....	68
Entrance Salary.....	10
Expedited Board of Adjustment (Step 5) .....	71
Family Care Leave or Medical Leave .....	45
Family Member Eligibility Criteria .....	55
Flexible Staffing.....	81
Furlough Days Without Pay.....	45
General Wages .....	9
Grievance Procedure .....	70
Grievance Time Limits.....	73
Group Health Plan Coverage .....	47
Health Benefit Access for Employees Not Otherwise Covered .....	60
Health Care Spending Account .....	58
Health Plan Coverages and Provisions .....	55
Health Plan Coverages .....	51
Health Savings Account .....	59
Health, Life & Dental Care.....	51
Holiday is Observed (NOT WORKED) .....	27
Holidays and Personal Holiday Credit .....	26
Indemnification & Defense of County Employees .....	85
Intermittent Use of Leave .....	46
Joint Labor/Management Benefit Committee .....	53
Jury Duty and Witness Duty .....	50
Jury Duty .....	50
Layoff During Probation.....	62
Layoff .....	21
Leave of Absence Replacement & Reinstatement.....	48
Leave of Absence Return.....	49
Leave of Absence.....	44
Leave Pending Employee Response (to Notice of Proposed Action) .....	69
Leave Without Pay – Use of Accruals .....	48
Leave Without Pay .....	44
Length of Service Definition (for service awards and vacation accruals) .....	84
Life Insurance (Special Benefit) .....	88
Life Insurance Benefit Under Health and Dental Plans .....	58
Long Term Disability .....	88
Longevity .....	10

Lump Sum Ratification Payment .....	10
Maintenance of Membership .....	5
Mediation (Step 4) .....	71
Medical Certification .....	46
Medical Plan Cost- Sharing .....	57
Merit Board.....	74
Method of Integration (Worker's Compensation) .....	41
Mileage.....	76
Military Leave .....	45
Miscellaneous Assignments .....	65
Modification and Decertification .....	86
Monthly Premium Subsidy.....	52
Non-Exclusivity.....	49
Notice (Layoff) .....	25
Notice of New Employees .....	76
On-Call Duty .....	20
Open Exam .....	63
Paid Personal Leave .....	19
Partial Month (Employee Contribution to Health Plan Premium).....	60
Part-Time Compensation .....	12
Pay for Work in Higher Classification .....	14
Pay Warrant Errors.....	16
Payment (10 <sup>th</sup> & 25 <sup>th</sup> ) .....	15
Performance Evaluation (Appeal of Procedures) .....	79
Performance Evaluation .....	78
Permanent Part-Time Employee Benefits .....	85
Permanent-Intermittent Employee Special Pays & Benefits.....	85
Permanent-Intermittent Employees (Holiday).....	28
PERS Long Term Care .....	59
Personal Property Reimbursement .....	83
Personnel Files.....	76
Personnel Management Regulations .....	92
Physical Examination .....	64
Policies Governing Use of Paid Sick Leave .....	31
Position Reclassification.....	12
Pregnancy Disability Leave .....	47
Premium Conversion Plan.....	59
Prevailing Section.....	59
Probationary Period.....	60
Procedure on Dismissal, Suspension, or Disciplinary Demotion .....	69
Professional Development .....	89
Project Employees .....	76
Promotion Policy .....	63
Promotion Via Reclash Without Examination .....	63
Promotion .....	63

Provisional Employee Benefits .....	85
Purpose of Sick Leave .....	31
Rate Information (Health, Life & Dental Care).....	60
Reassignment of Laid Off Employees .....	25
Reimbursement for Meal Expenses .....	83
Reimbursement Rate .....	76
Reinstatement From Family Care Medical Leave .....	49
Rejection During Probation of Layoff Employee.....	62
Rejection During Probation .....	61
Requirements for Promotional Standing .....	63
Resignation in Good Standing.....	65
Resignations.....	65
Respite Leave Without Pay.....	76
Retirement Benefits - Non-Safety Employees .....	75
Retirement Contribution .....	74
Retirement Coverage .....	53
Revised Probationary Period.....	61
Revocation (of Resignation) .....	66
Safety Program .....	80
Salaries .....	9
Salary Increments Within Range.....	11
Salary on Appointment From a Layoff List .....	13
Salary on Involuntary Demotion .....	13
Salary on Promotion.....	13
Salary on Voluntary Demotion.....	14
Salary Reallocation and Salary on Reallocation.....	12
Salary Review While on Leave of Absence.....	49
Scope of Agreement & Separability of Provision.....	92
Scope of Arbitration Decisions and Expedited Board of Adjustments .....	73
Seniority Credits .....	63
Separability of Provisions .....	92
Separation Through Layoff.....	22
Service Awards .....	84
Shift Differential.....	20
Shop Stewards and Official Representatives .....	8
Sick Leave.....	31
Skelly Requirements .....	68
Social Service Office Stewards .....	9
Special Benefits.....	88
Special Employment Lists .....	25
Special Studies/Other Actions.....	87
Staffing Allocations & Reassignments.....	82
Staggered Work Schedule .....	17
State Disability.....	40
Strike/Work Stoppage .....	73
Sufficient Cause for Action (Dismissal, Suspension & Demotion) .....	67
Supplemental Life Insurance.....	58

Suspension (length of) .....	69
Task Force .....	87
Time Off to Vote .....	49
Time Reporting/Time Stamping.....	19
Training Reimbursement .....	75
Transfer (Salaries).....	14
Transfer Conditions .....	64
Transfer Policy .....	65
Transfer Without Examination.....	64
Transfer .....	64
Unauthorized Absence .....	49
Unfair Labor Practice.....	86
Union Dues Form .....	6
Union Notification (Grievance).....	74
Union Recognition .....	4
Union Representatives .....	9
Union Security .....	4
Use of County Buildings .....	7
Vacation Accrual During Leave Without Pay.....	30
Vacation Accrual Rates .....	29
Vacation Allowance for Separated Employees.....	30
Vacation Allowance .....	28
Vacation Buy Back .....	88
Vacation Leave.....	28
Vacation Preference.....	31
Voluntary Vision Plan .....	59
Wages .....	9
Withdrawal of Membership.....	6
Witness Duty .....	51
Workers' Compensation and Continuing Pay.....	38
Workers' Compensation .....	38
Workforce Reduction.....	21
Workforce Reduction/Layoff/Reassignment.....	21
Written Statement for New Employees .....	8



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Memoranda of Understanding with Public Employees Union, Local One and Local One CSB-Site Supervisors Unit

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/23 approving the Memoranda of Understanding between Contra Costa County and Public Employees Union, Local One and Public Employees Union, Local One, CSB-Site Supervisor Unit, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2016 through June 30, 2019; and APPROVE modification of the effective date of Personnel Resolution No. 21946 from January 11, 2017 to 11:59 P.M. December 31, 2016.

**FISCAL IMPACT:**

The estimated cost of the negotiated contract is \$2.0 million for FY 2016/17 (approximately \$1.1 million is due to the mid-year 5% wage increase); \$3.5 million for FY 2017/18 (\$2.2 million from the full year cost of the January 1, 2017, 5% wage increase and \$866,000 from the July 1, 2017, 2% wage increase); and \$4.8 million for FY 2018/19 (\$1.3 million from the July 1, 2018, 3% wage increase). It should be noted that the projected annual increased cost of the healthcare subsidy (\$516,000) is based upon 2017 restricted enrollment prior to eligibility in all County plans. Actual costs may be significantly higher.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

## BACKGROUND:

Local One began bargaining with Contra Costa County July 12, 2016. The Tentative Agreements were reached between the County and Public Employees Union Local One on December 13, 2016 and ratified on December 22, 2016. The resulting Memoranda of Understanding, which are attached, include modifications to wages, health care, and other benefit changes. A summary of the changes follow.

## Public Employees Union Local One

### Duration of Agreement - Section 55.4

- July 1, 2016 – June 30, 2019

### General Wages - Section 5.1

- 5% - the first day of the month following union ratification
- 2% - 7/1/17
- 3% - 7/1/18
- One-time lump sum ratification payment of \$1000 for permanent active employees, including project employees. Permanent active part-time employees, including part-time project employees to receive a pro-rated amount, assuming a 40 hour work week, based on approved position hours (for example: \$1000 x (20/40) = \$500). Criteria for payment: employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors. Temporary, and per diem employees are not eligible for the ratification payment. Permanent Intermittent to receive one payment of \$200.

### Health, Life, & Dental Care - Section 19

- Provide employees access to more affordable health plans for the 2017 plan year;
- Cost sharing with active employees in 2017 and beyond (50/50 share of medical plan increases);
- Establish new County Contribution subsidy for active employees for Kaiser Plan B
- Three tier Employee, Employee +1 Dependent, Employee +2 or More Dependent plan structure for active employee;
- Mechanism to address medical plans that meet the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081);
- Access to County health plans for employees who are not otherwise eligible for health coverage by the County and who meet eligibility requirements to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) at employee expense;
- Participation in the Joint Labor/Management Benefit Committee to 1) select a replacement medical or dental plan in the event that a plan is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County;
- Add Section 19.12 - Voluntary Vision plan;
- Add Section 19.13 - Health Savings Account;
- Delete Section 19.18 – Health Care Oversight Committee; and
- Delete Section 19.19 – Health Plan Re-opener.

### Union Recognition - Section 1

- Update represented units.

### Shop Stewards and Official Representatives - Section 4

- Section 4.2 - Change maximum release time hours per year to 50 hours for union sponsored training programs.
- Section 4.2 - Update language for release time requests to be provided in writing to the Employee Relations

Officer or designee; delete “in writing to the Department.

- Section 4.3 - Delete reference to Attendant-LVN Aide, Engineering, GS&M, and Health Services Units.

#### Overtime Compensatory Time - Section 7

- Update language in Section 7.2.B to add that new employees (including those demoted/promoted, etc.) hired after May 31 of each year must wait until the next fiscal year to select comp time. The employee will become eligible to elect comp time for the following fiscal year as outlined in 7.2.A above.
- Delete “annually” from Section 7.3.A to clarify that employees do not need to re-elect comp time each year.

#### Workforce Reduction/Layoff/Reassignment - Section 11

- Update Labor Relations Manager to Employee Relations Officer or his/her designee.
- Reduce amount of time individuals remain on layoff list from four (4) years to two (2) years.

#### Holidays and Personal Holiday Credit - Section 12

- Delete Section 12.1(D) and (E).

#### Vacation Leave - Section 13.3

- Delete first paragraph in Section 13.3 – Vacation Accrual Rates.
- Update second paragraph of Section 13.3 with current represented units.
- Move Section 58.9.C – outlines vacation accruals for the Investigative Unit to Section 13.3.
- Move Section 58.10.K – outlines vacation accruals for the Library Unit to Section 13.3.

#### Sick Leave - Workers' Compensation - Section 14

- Update Section 14.3.D.1 – changed “conditions” to “limitations”
- Update language in Section 14.4.A.1.
- Update Section 14.4.B.3 – changed “of explanation” to “and duration”.
- Update Section 14.6 – Workers' Compensation to reflect the current percentage (75%) of Workers' Compensation pay to employees for accepted claims.

#### State Disability Insurance - Section 16

- Update 16.1 – General Provisions with updated SDI language.
- SDI buyback negotiated out of the 1995-1999 MOU; practice has continued, but will terminate upon Board of Supervisors approval (January 17, 2017).

#### Jury Duty and Witness Duty - Section 18

- Section 18.2 – Witness Duty: Delete first sentence of last paragraph.

#### Probationary Periods Over Six/Nine Months - Section 20.2

- Add Animal Services Sergeant (BJTD) – one (1) year.
- Delete inactive classes: Apprentice Mechanic and Security Guard.
- Delete Public Service Officer from list.

#### Transfer & Reassignment - Section 22

- Section 22.3 – add language that this section also applies to CSB Unit in conjunction with Section 58.6.F.
- Delete Section 22.4.
- Delete Section 22.5.

#### Grievance Procedure - Section 25

- Remove reference to “Human Resources Director” and replace with “Employee Relations Officer or his/her designee.”
- Increase timeline for issuance of Step 3 decision from 15 workdays to 20 workdays.
- Update Section 25.6 – Compensation Complaints.
- Clarify the time limit for discipline appeals is governed by Section 24.6 – Procedure on Dismissal.



## Suspension, Temporary Reduction in Pay, or Demotion.

### Retirement Contribution - Section 27

- Delete reference to safety employees' retirement in Section 27.1.
- Delete Section 27.2.D – Reference to seeking legislation.
- Delete Section 27.3 – Safety Employees Retirement.

### Safety Shoes and Prescription Safety Eyeglasses - Section 29

- Add definition of “eligible”.
- Update the process for safety shoe reimbursement.
- Update the maximum safety eyewear reimbursable limits for prescription safety eyeglasses.

### Video Display Terminal (VDT) Users Eye Examination - Section 30

- Delete Probation Unit from paragraph one.
- Change VDT to Computer Vision Care to reflect name change.
- Updated dollar amount for frames and lenses from \$10 to \$50.

### Performance Evaluation Procedure - Section 31

- Remove reference to HR Director and replace with Employee Relations Officer or his/her designee.

### Mileage - Section 32

- Section 32.1 – refer to Administrative Bulletin #204.
- Add new Section 32.3 – Commuter Benefit Program - Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

### Provisional Appointment - Section 35

- Delete entire section.

### Personnel Files - Section 36

- Delete last paragraph; language obsolete (started with the October 1, 1993–September 30, 1995 MOU).

### Service Awards - Section 37

- Delete and refer to Administrative Bulletin #410.

### Compensation for Loss or Damage to Personal Property - Section 40

- Delete 40.A-I.
- Retain 40.J and add Administrative Bulletin #518 – Compensation for Loss of Damage to Personal Property.

### Unfair Labor Practice - Section 41

- Delete section.

### Length of Service Definition - Section 43

- Delete the word “provisional”.

### Permanent-Intermittent Employees Health Plan - Section 46

- Delete entire section.

### Provisional Employee Benefits - Section 47

- Delete entire section.

#### Hazard Pay - Section 48

- Delete reference to the decertified units.
- Add language from January 20, 2015, Board Resolution 2015/27, to include the corrections.

#### Health Examination - Section 51

- Delete paragraph 2.

#### Classification Studies, Special Studies or Other Actions - Section 52

- Delete section.

#### Temporary Employees - Section 53

- Change union dues amounts to be set by union.
- Update classes in 53.A.
- Update 53.C to change Student Worker/Administrative Intern to Student Intern.
- Delete 53.G and 53.H.
- Incorporate relevant portions of Attachment N into MOU and delete Attachment N.

#### Unit Items - Section 58

- Specified that wage increase included in this agreement effective the first of the month after ratification, and the increase effective July 1, 2017, and the lump sum payment includes the Family and Children Services Unit.
- No later than November 1, 2017, or within thirty days of the County's receipt of notice concerning the amount of State and Federal grant funding for CSB programs for the following calendar year, the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.
- Section 58.1.C – add Lead Pest Detection Specialist – Project (B9T1) classification to classes eligible for paid holiday as described in section 58.1.C.
- Move and update 58.10.K to 13.3 – Vacations.
- Delete second paragraph of 58.10.L regarding working more than half of the Saturday shifts.
- Delete 58.10.Q – Joint Labor-Management task force.
- Delete 58.10.S – San Ramon Library side letter was deleted during the last round of negotiations (clean-up).
- Modify 58.10.U:
  - Paragraph 1 – increase hours per year and number of Sundays worked per year.
  - Paragraph 4 – delete the word Subfinder; update with registration and job cancelling requirements.
  - Paragraph 9 – delete
- Delete 58.10.V – Staggered Shifts.

#### Retain the following Attachments and Re-letter in the MOU:

- Attachment A Class and Salary Listing - update
- Attachment B Medical/Dental/Life Insurance - update
- Attachment C Project Employees
- Attachment D PI Special Pays and Benefits – update
- Attachment E Temporary Employees Special Pays – update
- Attachment F Class B Physical Examinations/Public Works
- Attachment G Expanded Use of Volunteers/Library
- Attachment K General Services Health & Safety Issues
- Attachment M Per Diem Special Pays - update
- Attachment O Library Practices Advisory Committee (LPAC)
- Attachment T Contracting for Service from Rehab Programs
- Attachment V Building Trades Rotation
- Attachment Y Return to Work Policy

Delete the following Attachments in the MOU:

- Attachment H Public Service Officers/Rangers
- Attachment I Cardiac Ultrasonographer-Per Diem & Pharmacist-Per Diem
- Attachment J Physical Therapist-Per Diem & Occupational Therapist-Per Diem
- Attachment L Central Library Vacation Policy (directs 58.10K)
- Attachment N Temporary Employees Agreement
- Attachment P Attendant-LVN-Aide Career Advancement Program
- Attachment Q Vegetation Management Technicians
- Attachment R Guardian Security Contract
- Attachment S ISW Reassignments/Bids
- Attachment U Healthcare Coalition Notice of Changes
- Attachment W Therapy Services – OT/PT in Hospital
- Attachment X Stationary Engineer – 24 Hour Coverage
- Attachment Z Mental Health Side Letter

**Public Employees Union Local One - CSB-Site Supervisor Unit**

Duration of Agreement - Section 33.4

- July 1, 2016 – June 30, 2019

General Wages - Section 5.1

- 5% - the first day of the month following union ratification
- 2% - 7/1/17
- One-time lump sum ratification payment of \$1000 for permanent active employees, including project employees. Permanent active part-time employees, including part-time project employees to receive a pro-rated amount, assuming a 40 hour work week, based on approved position hours (for example: \$1000 x (20/40) = \$500). Criteria for payment: employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors. Temporary, and per diem employees are not eligible for the ratification payment. Permanent Intermittent to receive one payment of \$200.
- No later than November 1, 2017, or within thirty days of the County's receipt of notice concerning the amount of State and Federal grant funding for CSB programs for the following calendar year, the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.

Health, Life, & Dental Care - Section 26

- Provide employees access to more affordable health plans for the 2017 plan year;
- Cost sharing with active employees in 2017 and beyond (50/50 share of medical plan increases);
- Establish new County Contribution subsidy for active employee for Kaiser Plan B
- Three tier Employee, Employee +1 Dependent, Employee +2 or More Dependent plan structure for active employee;
- Mechanism to address medical plans that meet the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081);
- Access to County health plans for employees who are not otherwise eligible for health coverage by the County and who meet eligibility requirements to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) at employee expense;
- Participation in the Joint Labor/Management Benefit Committee to 1) select a replacement medical or dental plan in the event that a plan is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical

- plans offered by the County;
- Add Section 26.12 - Voluntary Vision plan;
- Add Section 26.13 - Health Savings Account; and
- Delete Section 26.18 – Health Plan Re-opener.

#### Official Representatives - Section 4

- Update language for release time requests to be provided in writing to the Employee Relations Officer or designee; delete “in writing to the Department.

#### Provisions for Part-Time Employees and PI Employees-Reopener - Section 10.4

- Delete section - does not apply to the CSB Unit.

#### Workforce Reduction and Layoff - Section 9.2.H

- Update Labor Relations Manager to Employee Relations Officer or his/her designee.
- Reduce amount of time individuals remain on layoff list from four (4) years to two (2) years.

#### Workers’ Compensation & Continuing Pay - Section 13

- Update Section 13.1 – Workers’ Compensation to reflect the current percentage (75%) of Workers’ Compensation pay to employees for accepted claims.
- Delete Section 13.6 – Rehabilitation Integration.

#### State Disability Insurance - Section 14.1

- Update 14.1 – General Provisions with updated SDI language.

#### Jury Duty and Witness Duty - Section 17

- Section 17.2 – Witness Duty: Delete first sentence of last paragraph.

#### Grievance Procedure - Section 23

- Remove reference to “Human Resources Director” and replace with “Employee Relations Officer or his/her designee.”
- Increase timeline for issuance of Step 3 decision from 15 workdays to 20 workdays.
- Update Section 23.6 – Compensation Complaints.
- Clarify the time limit for discipline appeals is governed by Section 22.6 – Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.

#### Retirement Contribution - Section 28

- Delete Section 28.2.D – Reference to seeking legislation.

#### Mileage - Section 27

- Section 27.1 – refer to Administrative Bulletin #204.
- Insert Administrative Bulletin number into section 27.1.
- Add new Section 27.2 – Commuter Benefit Program - Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

#### Service Awards - Section 30

- Delete and refer to Administrative Bulletin #410.

#### Unfair Labor Practice - Section 31

- Delete section.

**Animal Services Department Position Adjustment Resolution No. 21946**

Resolution No. 21946, which was adopted by the Board of Supervisors on January 10, 2017, with an effective date of the day following Board adoption, reallocated the classification of Animal Services Officer (BJWD) (represented) on the salary schedule from salary plan and grade QAH 1300 (\$3,425 -\$5,186) with ten merit steps to salary plan and grade QAH 1300 (\$3,964 -\$5,186) with even merit steps; reallocate the classification of Animal Services Sergeant (BJTD) (represented) on the salary schedule from salary plan and grade QAH 1398 (\$3,770 -\$5,709) with ten merit steps to salary plan and grade QAH 1398 (\$4,364 -\$5,709) with seven merit steps; reallocate the classification of Animal Services Lieutenant (BJHB) (represented) on the salary schedule from salary plan and grade ZAH 1025(\$4,695 -\$6,771) with nine merit steps to salary plan and grade ZAH 1025 (\$5,175 -\$6,935) with seven steps; and to adjust the final step of the new Animal Services Lieutenant (BJHB) (represented) salary range from a 2.5% increase to a 5% increase. The intent was for these actions to precede the Local One wage increases effective January 1, 2017; therefore, the Board is asked to modify the effective date from January 11, 2017 to December 31, 2016 at 11:59 P.M.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will continue to be out of contract with the Unions and may experience recruitment and retention difficulties.

**ATTACHMENTS**

Resolution No. 2017/23

PEU Local One MOU 7/1/2016-6/30/2019

PEU Local One-CSB Site Supervisors MOU 7/1/2016-6/30/2019

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

Adopted this Resolution on 01/17/2017 by the following vote:

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



**Resolution No. 2017/23**

**In The Matter Of:** Memoranda of Understanding with the Public Employees Union Local One and Public Employees Union Local One CSB-Site Supervisor Unit, for the period of July 1, 2016 through June 30, 2019.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa **RESOLVES** **RESOLVES THAT**

The Memoranda of Understanding (MOU) between Contra Costa County and Public Employees Union Local One and Public Employees Union Local One CSB-Site Supervisor Unit providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2016 through June 30, 2019, for those classifications represented by the Coalition are ADOPTED. A copy of each 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: January 17, 2017**

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

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND**  
**PUBLIC EMPLOYEES UNION, LOCAL ONE**



**JULY 1, 2016 – JUNE 30, 2019**

**PUBLIC EMPLOYEES UNION  
LOCAL ONE**

**TABLE OF CONTENTS**

<b><u>SECTION 1</u></b>	<b><u>UNION RECOGNITION</u></b> .....	4
<b><u>SECTION 2</u></b>	<b><u>UNION SECURITY</u></b>	
2.1	Dues Deduction .....	4
2.2	Agency Shop.....	4
2.3	Dues Form .....	6
2.4	Maintenance of Membership.....	6
2.5	Withdrawal of Membership .....	6
2.6	Communicating with Employees .....	7
2.7	Use of County Buildings.....	7
2.8	Advance Notice.....	8
2.9	Written Statement for New Employees .....	8
2.10	Assignment of Classes to Bargaining Units .....	8
2.11	Section 18 of 1977-79 MOU .....	9
<b><u>SECTION 3</u></b>	<b><u>NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)</u></b> .....	9
<b><u>SECTION 4</u></b>	<b><u>SHOP STEWARDS &amp; OFFICIAL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings .....	9
4.2	Union-Sponsored Training Programs.....	10
4.3	Union Representatives.....	10
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	General Wages .....	11
5.2	Entrance Salary .....	12
5.3	Anniversary Dates.....	12
5.4	Increments Within Range.....	13
5.5	Part-Time Compensation .....	13
5.6	Compensation for Portion of Month .....	13
5.7	Position Reclassification .....	13
5.8	Salary Reallocation & Salary on Reallocation .....	14
5.9	Salary on Promotion .....	14
5.10	Salary on Involuntary Demotion .....	15
5.11	Salary on Voluntary Demotion .....	15
5.12	Salary on Transfer .....	15
5.13	Pay for Work in Higher Classification.....	16
5.14	Payment (Pay Warrants).....	17
5.15	Salaries & Deferred Compensation.....	17
<b><u>SECTION 6</u></b>	<b><u>DAYS AND HOURS OF WORK</u></b>	
6.1	Definitions .....	19
6.2	Automated Time Keeping Implementation.....	20



6.3	Time Reporting/Time Stamping .....	20
<b><u>SECTION 7</u></b>	<b><u>OVERTIME, COMPENSATORY TIME, &amp; STRAIGHT TIME</u></b>	
7.1	Overtime .....	20
7.2	Overtime Compensatory Time .....	21
7.3	Straight Time Pay and Straight Time Compensatory Time .....	22
<b><u>SECTION 8</u></b>	<b><u>CALL BACK TIME PAY</u></b> .....	23
<b><u>SECTION 9</u></b>	<b><u>ON-CALL DUTY</u></b> .....	23
<b><u>SECTION 10</u></b>	<b><u>SHIFT DIFFERENTIAL</u></b> .....	23
<b><u>SECTION 11</u></b>	<b><u>WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT</u></b>	
11.1	Workforce Reduction .....	24
11.2	Separation Through Layoff .....	25
11.3	Notice.....	28
11.4	Special Employment Lists .....	28
11.5	Reassignment of Laid Off Employees.....	29
<b><u>SECTION 12</u></b>	<b><u>HOLIDAYS</u></b>	
12.1	Holidays and Personal Holiday Credit.....	29
12.2	Holiday is Observed (Not Worked).....	30
12.3	Holiday is WORKED .....	32
12.4	Holiday and Compensatory Time Provisions .....	34
12.5	Holidays – Full Time Employees in 24-Hour Facilities .....	35
12.6	Permanent-Intermittent Employees.....	35
<b><u>SECTION 13</u></b>	<b><u>VACATION LEAVE</u></b>	
13.1	Vacation Allowance.....	35
13.2	Vacation Leave on Reemployment from a Layoff List.....	36
13.3	Vacation Accrual Rates.....	36
13.4	Bridged Service Time.....	39
13.5	Accrual During Leave Without Pay .....	39
13.6	Vacation Allowance for Separated Employees .....	39
13.7	Vacation Preference .....	39
<b><u>SECTION 14</u></b>	<b><u>SICK LEAVE</u></b>	
14.1	Purpose of Sick Leave .....	39
14.2	Credits to and Charges Against Sick Leave.....	39
14.3	Policies Governing Use of Paid Sick Leave .....	40
14.4	Administration of Sick Leave.....	42
14.5	Disability.....	44
14.6	Workers' Compensation.....	46
14.7	Rehabilitation Program.....	48
14.8	Accrual During Leave Without Pay .....	48

<b><u>SECTION 15</u></b>	<b><u>CATASTROPHIC LEAVE BANK</u></b>	
15.1	Program Design .....	48
15.2	Operation .....	49
<b><u>SECTION 16</u></b>	<b><u>STATE DISABILITY INSURANCE (SDI)</u></b>	
16.1	General Provisions .....	50
16.2	Procedures .....	51
16.3	Method of Integration .....	51
16.4	Definition .....	52
<b><u>SECTION 17</u></b>	<b><u>LEAVE OF ABSENCE</u></b>	
17.1	Leave Without Pay .....	52
17.2	General Administration – Leaves of Absence .....	52
17.3	Furlough Days Without Pay (VTO) .....	53
17.4	Military Leave .....	53
17.5	Family Care Leave or Medical Leave .....	54
17.6	Certification .....	54
17.7	Intermittent Use of Leave .....	54
17.8	Aggregate Use for Spouses .....	54
17.9	Definitions .....	54
17.10	Pregnancy Disability Leave .....	56
17.11	Group Health Plan Coverage .....	56
17.12	Leave Without Pay - Use of Accruals .....	56
17.13	Leave of Absence Replacement and Reinstatement .....	57
17.14	Leave of Absence Return .....	57
17.15	Reinstatement from Family Care/ Medical Leave .....	57
17.16	Salary Review While on LOA .....	57
17.17	Unauthorized Absence .....	58
17.18	Non-Exclusivity .....	58
<b><u>SECTION 18</u></b>	<b><u>JURY DUTY AND WITNESS DUTY</u></b>	
18.1	Jury Duty .....	58
18.2	Witness Duty .....	59
<b><u>SECTION 19</u></b>	<b><u>MEDICAL, DENTAL, &amp; LIFE INSURANCE</u></b>	
19.1	Health Plan Coverages .....	59
19.2	Monthly Premium Subsidy .....	60
19.3	Retirement Coverage .....	61
19.4	Health Plan Coverages and Provisions .....	63
19.5	Family Member Eligibility Criteria .....	64
19.6	Dual Coverage .....	65
19.7	Medical Cost-Sharing with Active Employees on and after July 1, 2016 .....	65
19.8	Life Insurance Benefit Under Health and Dental Plans .....	66
19.9	Supplemental Life Insurance .....	66
19.10	Health Care Spending Account .....	67
19.11	PERS Long-Term Care .....	67
19.12	Voluntary Vision Plan .....	67
19.13	Health Savings Account .....	67

19.14	Dependent Care Assistance Program.....	67
19.15	Premium Conversion Plan .....	67
19.16	Prevailing Section .....	68
19.17	Rate Information .....	68
19.18	Partial Month.....	68
19.19	Coverage During Absences .....	68
19.20	Child Care .....	68
19.21	Health Care Oversight Committee .....	68
19.22	Health Benefit Coverage for Employees Not Otherwise Covered .....	68
<b><u>SECTION 20</u></b>	<b><u>PROBATIONARY PERIOD</u></b>	
20.1	Duration .....	69
20.2	Classes with Probationary Period Over Six / Nine Months.....	69
20.3	Revised Probationary Period .....	69
20.4	Criteria .....	69
20.5	Rejection During Probation .....	69
20.6	Regular Appointment .....	70
20.7	Layoff During Probation .....	70
20.8	Rejection During Probation of Layoff Employee .....	71
<b><u>SECTION 21</u></b>	<b><u>PROMOTION</u></b>	
21.1	Competitive Exam.....	71
21.2	Promotion Policy .....	71
21.3	Open Exam .....	71
21.4	Promotion via Reclassification Without Examination .....	71
21.5	Requirements for Promotional Standing .....	72
21.6	Seniority Credits.....	72
21.7	Release Time for Physical Examination.....	72
21.8	Release Time for Examinations .....	72
<b><u>SECTION 22</u></b>	<b><u>TRANSFER &amp; REASSIGNMENT</u></b>	
22.1	Transfer Conditions.....	72
22.2	Transfer Policy .....	73
22.3	Reassignment of Work Location .....	73
22.4	Reassignment Due to Layoff or Displacement.....	73
<b><u>SECTION 23</u></b>	<b><u>RESIGNATIONS</u></b>	
23.1	Resignation in Good Standing .....	74
23.2	Constructive Resignation .....	74
23.3	Effective Resignation .....	74
23.4	Revocation .....	75
23.5	Coerced Resignations.....	75
<b><u>SECTION 24</u></b>	<b><u>DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION</u></b>	
24.1	Sufficient Cause for Action.....	75
24.2	Skelly Requirements .....	76
24.3	Employee Response .....	77

24.4	Leave Pending Employee Response .....	77
24.5	Length of Suspension .....	77
24.6	Procedure on Dismissal, Susp, Reduction in Pay, Demotion.....	77
24.7	Employee Representation Rights.....	78
<b><u>SECTION 25</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
25.1	Definition and Procedure .....	78
25.2	Expedited Board of Adjustment (Step 5).....	80
25.3	Scope of Arbitration Decisions & EBA .....	81
25.4	Time Limits.....	82
25.5	Union Notification.....	82
25.6	Compensation Complaints.....	82
25.7	Strike/Work Stoppage .....	82
25.8	Merit Board .....	82
25.9	Filing by Union .....	83
<b><u>SECTION 26</u></b>	<b><u>BILINGUAL PAY</u></b> .....	83
<b><u>SECTION 27</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
27.1	Contribution.....	83
27.2	Retirement Benefit Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013 .....	83
<b><u>SECTION 28</u></b>	<b><u>TRAINING REIMBURSEMENT</u></b> .....	84
<b><u>SECTION 29</u></b>	<b><u>SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES</u></b> ..	84
<b><u>SECTION 30</u></b>	<b><u>COMPUTER VISION CARE (CVC) USERS EYE EXAM</u></b> .....	85
<b><u>SECTION 31</u></b>	<b><u>PERFORMANCE EVALUATION PROCEDURE</u></b> .....	85
<b><u>SECTION 32</u></b>	<b><u>MILEAGE</u></b>	
32.1	Reimbursement for Use of Personal Vehicle .....	87
32.2	Charge for Use of Home Garaged County Vehicle .....	87
32.3	Commuter Benefit Program .....	87
<b><u>SECTION 33</u></b>	<b><u>PAY WARRANT ERRORS</u></b> .....	87
<b><u>SECTION 34</u></b>	<b><u>FLEXIBLE STAFFING</u></b> .....	88
<b><u>SECTION 35</u></b>	<b><u>PERSONNEL FILES</u></b> .....	88
<b><u>SECTION 36</u></b>	<b><u>SERVICE AWARDS</u></b> .....	90
<b><u>SECTION 37</u></b>	<b><u>REIMBURSEMENT FOR MEAL EXPENSES</u></b> .....	90
<b><u>SECTION 38</u></b>	<b><u>DETENTION FACILITY MEALS</u></b> .....	90
<b><u>SECTION 39</u></b>	<b><u>COMPENSATION FOR LOSS/DAMAGE TO PERSONAL PROP</u></b> ...	91

<b><u>SECTION 40</u></b>	<b><u>HARASSMENT</u></b> .....	91
<b><u>SECTION 41</u></b>	<b><u>LENGTH OF SERVICE DEFINITION (Service Awards/Vac Acc)</u></b> ...	91
<b><u>SECTION 42</u></b>	<b><u>PERMANENT PART-TIME EMPLOYEE BENEFITS</u></b> .....	91
<b><u>SECTION 43</u></b>	<b><u>PI EMPLOYEE SPECIAL PAYS AND BENEFITS</u></b> .....	91
<b><u>SECTION 44</u></b>	<b><u>HAZARD PAY</u></b> .....	92
<b><u>SECTION 45</u></b>	<b><u>LUNCH PERIOD</u></b> .....	93
<b><u>SECTION 46</u></b>	<b><u>REST BREAKS</u></b> .....	93
<b><u>SECTION 47</u></b>	<b><u>HEALTH EXAMINATION</u></b> .....	93
<b><u>SECTION 48</u></b>	<b><u>TEMPORARY EMPLOYEES</u></b> .....	93
48.1	Recognition .....	93
48.2	Emergency Appointments .....	93
48.3	Employment Conditions .....	93
48.4	Salary Increments Within Range .....	95
48.5	Paid Time Off .....	95
48.6	Grievance Procedure .....	96
48.7	Work Hours .....	96
<b><u>SECTION 49</u></b>	<b><u>ADOPTION</u></b> .....	98
<b><u>SECTION 50</u></b>	<b><u>SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS</u></b>	
50.1	Scope of Agreement .....	98
50.2	Separability of Provisions.....	98
50.3	Personnel Management Regulations .....	98
50.4	Duration of Agreement.....	99
<b><u>SECTION 51</u></b>	<b><u>FAIR LABOR STANDARDS ACT PROVISIONS</u></b> .....	99
<b><u>SECTION 52</u></b>	<b><u>SAFETY IN THE WORKPLACE</u></b> .....	99
<b><u>SECTION 53</u></b>	<b><u>UNIT ITEMS</u></b>	
53.1	Agriculture – Animal Services Unit.....	99
53.2	Building Trades Unit.....	104
53.3	Community Services Bureau Unit .....	107
53.4	Investigative Unit.....	111
53.5	Library Unit.....	111

**ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PUBLIC EMPLOYEES UNION  
LOCAL ONE**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County, and the Contra Costa County Fire Protection District, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment C which is attached hereto and made a part hereof.

## **DEFINITIONS**

---

### **DEFINITIONS**

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

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

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

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

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

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

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

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

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

**Per Diem Employment:** Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title. Notwithstanding any other provision of the MOU, per diem employees are entitled only to an hourly wage and those special pays identified in Attachment I. No other pays or benefits identified in the MOU apply to per diem employees.

## **DEFINITIONS**

---

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.

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

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

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

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

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

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

**Temporary Employment:** Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.



## **SECTION 1 - UNION RECOGNITION**

---

**Union:** Local One

### **SECTION 1 - UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Agriculture and Animal Services Unit  
Building Trades Unit  
Community Services Bureau  
Investigative Unit  
Library Unit

### **SECTION 2 - UNION SECURITY**

**2.1 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 or agency fee deduction for all employees in its units.

#### **2.2 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
1. Become and remain a member of the Union or;
  2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
  3. Do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

## **SECTION 2 - UNION SECURITY**

---

- b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not

## **SECTION 2 - UNION SECURITY**

---

taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues-paying members of the Union.

**2.3 Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

**2.4 Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1 discontinuance of dues payments to then be reflected in the October 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded

## **SECTION 2 - UNION SECURITY**

their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.

## **SECTION 2 - UNION SECURITY**

---

E. The meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information which has been supplied by the Union and approved by the County. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

**2.10 Assignment of Classes to Bargaining Units.** The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. His/her determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

## **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

- C. Meet and Confer and Other Steps. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

**2.11 Section 18 of 1977-79 MOU.** Section 18 of the 1977-1979 MOU between the County and Local No. 1 shall be continued for the duration of this MOU and shall be applicable to all units currently represented by Local No. 1.

### **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; 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 solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

The Employer and the Union recognize that the Employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

### **SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.

## **SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES**

- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Local No. 1 are to be discussed.
- F. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

**4.2 Union-Sponsored Training Programs.** The County shall provide a maximum of fifty hours (50) per year of release time for union designated stewards or officers to attend union-sponsored training programs.

Requests for release time shall be provided in writing to the Employee Relations Officer or his/her designee at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

**4.3 Union Representatives.** Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without prior approval of the Employee Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Agriculture and Animal Services	2
Building Trades	2
Community Services Bureau	2
Investigative	2
Library	2

**SECTION 5 – SALARIES**

**5.1 General Wages.**

- A. Effective the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).

Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

C. Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria, will be paid a lump sum ratification payment of one thousand dollars (\$1000). Permanent part-time employees, including project employees, who meet all of the following criteria, will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1000) by the employee's approved position hours (for example: \$1000 x (20/40) = \$500).
2. Permanent-Intermittent Employees. Permanent-intermittent employees who meet all the following criteria will be paid a lump sum ratification payment of two hundred dollars (\$200).

Criteria:

The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

3. Temporary and per diem employees are not eligible for the ratification payment.
4. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.



## **SECTION 5 – SALARIES**

---

**5.2 Entrance Salary.** Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

**5.3 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

## **SECTION 5 – SALARIES**

**5.4 Increments Within Range.** The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

## **SECTION 5 – SALARIES**

---

### **5.8 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8 - Salary Reallocation & Salary on Reallocation.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 – Pay for Work in Higher Classification, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the

## **SECTION 5 – SALARIES**

---

employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.11 - Salary on Voluntary Demotion, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.11 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

**5.12 Salary on Transfer.** An employee who is transferred from one position to another as described under Transfer shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

## **SECTION 5 – SALARIES**

---

**5.13 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system or an employee in the Family and Children’s Service Unit is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.9 - Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.
- G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

## **SECTION 5 – SALARIES**

---

**5.14 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

Such an election would be effective in the month of the submission and would remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 – Payment, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

### **5.15 SALARIES AND DEFERRED COMPENSATION**

**A. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).

## **SECTION 5 – SALARIES**

---

5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

The County will provide annually to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

**B. Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.

## **SECTION 6 – DAYS AND HOURS OF WORK**

7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

### **SECTION 6 – DAYS AND HOURS OF WORK**

#### **6.1 Definitions.**

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.
- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day



## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

- H. **4/10 Shifts:** If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

### **6.2 Automated Timekeeping Implementation:**

The Union agrees to the implementation of an Automated Timekeeping System.

### **6.3 Time Reporting/Time Stamping:**

Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

### **7.1 Overtime.**

- A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:
- 1) in excess of forty (40) hours per week; or
  - 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour (6 minute) increments and is compensated by either pay or compensatory time off.

- B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

### **7.2 Overtime Compensatory Time.** The following provisions shall apply:

- A. Employees may elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. New employees hired after May 31 of each year who become eligible (including those demoted/promoted etc.) for compensatory time off in accordance with these guidelines must wait until the next fiscal year to select compensatory time. The employee will become eligible to elect compensatory time for the following fiscal year as outlined in 7.2.A above.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section.

## **SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME**

This provision may be waived at the discretion of the Department Head or his or her designee.

- G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:
  - 1. The employee changes status and is no longer eligible for compensatory time off.
  - 2. The employee promotes, demotes or transfers to another department.
  - 3. The employee separates from County service.
  - 4. The employee retires.
- J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

### **7.3 Straight Time Pay and Straight Time Compensatory Time.**

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight

## **SECTION 8 - CALL BACK TIME PAY**

time pay, except as otherwise set forth in this section 7.3, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

### **SECTION 8 - CALL BACK TIME PAY**

A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

### **SECTION 9 - ON-CALL DUTY**

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

- a. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
- b. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty.

### **SECTION 10 - SHIFT DIFFERENTIAL**

- A. Permanent full-time and permanent part-time employees:
  1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
  3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.
- B. Permanent Intermittent and Temporary employees:
1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
  2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

- D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  - 1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  - 2. Determine if there are other positions to which employees may be transferred.
  - 3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  - 4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- G. When it appears to the Department Head and/or Employee Relations Officer or his/her designee that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Employee Relations Officer or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

### **11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
  - 1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

who occupies permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

### **D. Particular Rules on Displacing.**

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

- ### **E. Seniority.** An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.



## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

- K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

## **SECTION 12 - HOLIDAYS**

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

## **SECTION 12 - HOLIDAYS**

**12.1 Holidays and Personal Holiday Credit.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day
- 3rd Monday in January known as Dr. M. L. King, Jr. Day
- 3rd Monday in February, known as Presidents' Day
- The last Monday in May, known as Memorial Day
- July 4th, known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans Day
- 4th Thursday in November, known as Thanksgiving
- The day after Thanksgiving
- December 25th, known as Christmas Day

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

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.
2. For employees in the Health Services Department who are assigned to units or services on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day that the holiday falls regardless if it is a Saturday or Sunday.
3. For employees who work in twenty-four (24) hour facilities other than in the Health Services Department and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

## **SECTION 12 - HOLIDAYS**

---

- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### **12.2 Holiday is Observed (NOT WORKED).**

#### **A. Full Time Employees:**

1. Holidays Observed – Full Time Employees: Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.
2. Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule: When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

3. Holiday Observed- Full Time Employees Scheduled in Excess of Eight (8) hours: When a holiday falls on an employee's regularly scheduled

## SECTION 12 - HOLIDAYS

---

workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours: When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

### **B. Part Time Employees:**

1. Holidays Observed – Part Time Employees: When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ( $24/40 \times 8 = 4.8$ ). Hereafter, the number of hours produced by this calculation will be referred to as the “part time employee’s holiday hours.”
2. Holiday Observed on Regular Day off of Part Time Employees: When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the “part time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time, in the amount of the “part time employee’s holiday hours” in recognition of his/her scheduled day off.
3. Holiday Observed- Part Time Employees Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours”: When the number of hours in a part time employee’s scheduled work day that falls on a holiday is more than the employee’s “part time employee’s holiday hours,” the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employees “part time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
4. Holiday Observed- Part Time Employees Scheduled to Work Less than “Part Time Employee’s Holiday Hours”: When the number of hours in a part time employee’s scheduled work day that fall on a holiday is less than

## **SECTION 12 - HOLIDAYS**

---

the employee's "part time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

### **12.3 Holiday is WORKED.**

#### **A. Full Time Employees:**

1. Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules: When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.
2. Holiday Worked- Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as "full time employee short shift"), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.

Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules: Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible: When a full-time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision only applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

#### **B. Part Time Employees:**

1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary.

## SECTION 12 - HOLIDAYS

---

The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the “part time employee’s holiday hours.”

2. Holiday Worked- Part Time Employee Scheduled for Less than “Part Time Employee’s Holiday Hours” on Regularly Scheduled Work Day: When a part time employee is scheduled to work less than the employee’s “part time employee’s holiday hours” on a holiday (hereafter referred to as “part time employee short shift”), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the “part time employee’s holiday hours” and the part time employee short shift hours.
3. Holiday Worked- Part Time Employee Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours” on Regularly Scheduled Work Day: When a part time employee is scheduled to work more than his/her “part time employee’s holiday hours” on a holiday (hereafter referred to as “part time employee long shift”), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.
4. Holiday Falls on Regularly Scheduled Day Off of Part Time Employee: When a part time employee works on a holiday that falls on the employee’s regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the “part time employee’s holiday hours.”
5. Holiday Worked- Regularly Scheduled Day off in Excess of “Part Time Employee’s Holiday Hours”: If a part time employee works more than the “part time employee’s holiday hours,” the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all

## **SECTION 12 - HOLIDAYS**

---

hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.

6. Holiday Worked- Regularly Scheduled Day off Less Than "Part Time Employee's Holiday Hours": If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee's short shift hours and the "part time employee's holiday hours."

### **12.4 Holiday and Compensatory Time Provisions**

- A. Maximum Accruals of Holiday Compensatory Time: Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. Pay Off of Holiday Compensatory Time: Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. Maximum Accruals of Flexible Compensatory Time: Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. Pay Off of Flexible Compensatory Time: Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.
- E. Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

## **SECTION 13 - VACATION LEAVE**

### **12.5 Holidays for Full Time Employees who Work in Twenty-Four (24) Hour Facilities AND who do NOT Accrue Four (4) Hours per Month of Personal Holiday Credit:**

- A. All of the provisions of Section 12 apply to all of the full time employees who work in twenty-four (24) hour facilities, who do not accrue four (4) hours per month of personal holiday credit.
- B. Additionally, when a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility AND who does not accrue four (4) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.
  1. Employee Works on his/her Next Scheduled Work Day Following the Holiday: When a full time employee works on his/her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on that day up to a maximum of eight (8) hours.
  2. Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday: When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.

The County retains the right to decide whether an employee will work or not work on the next scheduled work day following a holiday.

**12.6 Permanent-Intermittent Employees:** Permanent-Intermittent employees who work on a holiday will be paid overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

## **SECTION 13 - VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 - Compensation for Portion of Month of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in



## **SECTION 13 - VACATION LEAVE**

---

excess of actual accrual at the time vacation is taken.

**13.2 Vacation Leave on Reemployment From a Layoff List.** Employees with six months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

### **13.3 Vacation Accrual Rates.**

A. Vacation Accruals for Agriculture-Animal Services Unit, Building Trades Unit, and Community Services Bureau Unit. For employees hired into a class in the Agriculture-Animal Services Unit, Building Trades Unit, and Community Services Bureau Unit, the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

B. Vacation Accruals for the Investigative Unit and the Library Unit. The following vacation accruals are for employees in the Investigative Unit and the Library Unit:

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

C. Vacation Leave for Library Unit ONLY. The County Library agrees to continue the present vacation scheduling policy. Vacations in the Library Department are scheduled by location. Preference of vacation shall be given to employees at that location according to County service, as reasonably as possible. Vacation requests will be submitted by employees for the twelve (12) month period, March 1 to February 28. Preference in choices of dates will be given on the basis of

## **SECTION 13 - VACATION LEAVE**

greatest County service of employees submitting vacation requests by February 15, irrespective of employee organization affiliation.

The process shall consist of the employee in the branch (or other work unit assigned), with most County service making his/her first choice of one continuous block of time, and continuing to the next most senior employee, until each employee, on this first round, shall have been assigned his/her first choice (second or third if more senior employee(s) also requested the dates). This procedure shall be repeated for the second block of time, with the next most senior employee who requested at least two blocks of time, having first choice, from the remaining vacant time slots, and so on, for as many rounds of assignment as there were blocks of vacation time requested. Completed vacation schedule will then be posted in the branch or other work unit. Those employees unable to specify a choice of dates will turn in a vacation request form with no choices indicated. Subsequent requests can then be made, in writing, at least two weeks before the requested vacation time. These requests will be granted on a "first come, first served" basis.

Employees may cancel or reschedule their granted vacation dates. These cancellations and requests for rescheduling should be made, in writing, at least two weeks before the canceled or rescheduled vacation time. The rescheduling will be granted or denied according to same "first come, first served" basis mentioned above.

All cancellations of previously approved vacation dates will be posted on Vacation Schedule, and be available to other employees on the basis of seniority rather than "first come, first served." Upon reassignment, employees take their approved vacation dates with them to their new location.

### **D. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

Employees with a first of the month Service Award Date: Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

#### Example:

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

## **SECTION 13 - VACATION LEAVE**

---

Employees NOT with a first of the month Service Award Date: Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example Two:

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

E. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example One:

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

F. Service Award Date Defined: An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the

## **SECTION 14 - SICK LEAVE**

County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

**13.4 Bridged Service Time.** Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula for employees hired after September 1, 1979. However, prior service time which has been bridged shall count toward longevity accrual.

**13.5 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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

**13.7 Vacation Preference.** Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

## **SECTION 14 - SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility.

## **SECTION 14 - SICK LEAVE**

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

"Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

"Employee" means any person employed by Contra Costa County in an allocated position in the County service.

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

"Condition/Reason". With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.

## **SECTION 14 - SICK LEAVE**

---

3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for pre-scheduled medical and

## **SECTION 14 - SICK LEAVE**

---

dental appointments for an immediate family member.

- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

- A. Employee Responsibilities
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include a statement that the absence is due to a medical condition and possible duration of the absence.
  - 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  - 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  - 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably

## **SECTION 14 - SICK LEAVE**

---

be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement regarding the sick leave claim and duration.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.



## **SECTION 14 - SICK LEAVE**

---

### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
  - 1. A statement of the leave of absence or suspension proposed.
  - 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.

## **SECTION 14 - SICK LEAVE**

---

3. A statement of the basis upon which the action is being taken.
  4. A statement that the employee may review the materials upon which the action is taken.
  5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. The physical or mental health condition cited by the appointing authority does not exist, or
  2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

## **SECTION 14 - SICK LEAVE**

---

- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### **Scope of the Arbitrator's Review.**

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's union.

**14.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be 75%. If Workers' Compensation becomes taxable, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California.

## **SECTION 14 - SICK LEAVE**

---

"Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.

- C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

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

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

---

- E. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

For Example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

$$C = 8 [1 - (\$960 \div \$1,667)]$$

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

5 hours chargeable to Workers' Compensation.

- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

**14.7 Rehabilitation Program.** On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.

**14.8 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

---

portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

**15.2 Operation.** The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

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

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

### **16.1 General Provisions.**

Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of their SDI application in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

## SECTION 16 - STATE DISABILITY INSURANCE (SDI)

**16.2 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

**16.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

- L =  $[(S-D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
- C = Calendar Days in each Month
- D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.



## **SECTION 17 - LEAVE OF ABSENCE**

---

**16.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

## **SECTION 17 - LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**17.2 General Administration - Leaves of Absence.** Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
1. Illness or disability.
  2. Pregnancy.
  3. Parental.
  4. To take a course of study such as will increase the employee's usefulness on return to the position.
  5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 17.5 below.

## **SECTION 17 - LEAVE OF ABSENCE**

- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay (VTO).** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**17.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

## **SECTION 17 - LEAVE OF ABSENCE**

---

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**17.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;  
or
- B. Family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**17.6 Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**17.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**17.8 Aggregate Use for Spouses.** In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**17.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

## ***SECTION 17 - LEAVE OF ABSENCE***

---

- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. The date, if known, on which the serious health condition commenced.
  - 2. The probable duration of the condition.
  - 3. An estimate of the amount of time which the employee needs to render care or supervision.
  - 4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
  - 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
  - 1. The date, if known, on which the serious health condition commenced.
  - 2. The probable duration of the condition.
  - 3. A statement that the employee is unable to perform the functions of the employee's job.

## **SECTION 17 - LEAVE OF ABSENCE**

---

4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. **Comparable Positions:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

**17.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **17.12 Leave Without Pay - Use of Accruals.**

- A. **All Leaves of Absence.** During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided Section 16.3 or in the sections below.
- B. **Family Care or Medical Leave (FMLA).** During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. **Leave of Absence/Long Term Disability (LTD) Benefit Coordination.** A n eligible employee who files an LTD claim and concurrently takes a leave of absence

## **SECTION 17 - LEAVE OF ABSENCE**

without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Workforce Reduction/Layoff/Reassignment shall apply.

**17.14 Leave of Absence Return.** In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

**17.15 Reinstatement From Family Care/Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**17.16 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

**17.17 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**17.18 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

**18.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
  - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
  - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

assignments for those days to enable them to respond to the court on short notice.

- G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

**19.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental
- E. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment B.

### Medical Plans:

All employees will have access to the following medical plans for the 2016 Plan Year:

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



## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

All employees will have access to the following medical plans beginning in the 2017 Plan Year:

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18001 et seq.), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

### **19.2 Monthly Premium Subsidy:**

- A. For each medical and/or dental plan, the County’s monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

<b>Health &amp; Dental Plans</b>	<b>Employee</b>	<b>Employee +1 Dependent</b>	<b>Employee +2 or More Dependents</b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

The 2-tier premium structure in effect for the 2016 plan year will continue to apply to eligible retirees until such time as the County implements a 3-tier premium structure for a majority of all eligible County retirees participating in County health plans.

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

- B. If the County contracts with a medical and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that medical and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. **Joint Labor/Management Benefit Committee.** The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016 that will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 19 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefit Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Union may begin participating in the Benefit Committee following ratification of this MOU.

### **19.3 Retirement Coverage:**

- A. **Upon Retirement:**
1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.
  2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

Parts A and B.

3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated retirees who did not defer retirement.

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

---

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts (A) (B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, “eligible family members” does not include Survivors of employees or retirees.

**19.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**19.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

### **A. Health Insurance**

1. Eligible Dependents:
- a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

1. Eligible Dependents:
- a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's Disabled Child who is:
    - 1) Over age 19,
    - 2) Unmarried; and,
    - 3) Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
  - d. Delta Dental Only – Employee's unmarried child who is:
    - 1) Under age 19; or
    - 2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

- ii. Receives at least 50% of support from Employee; and,
  - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
- e. Delta Care Only – Employee’s Child to age 26.
- 2. “Employee’s child” includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.
- C. For purposes of this Section 19.6 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

### **19.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.**

- A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue until such time as subsection 19.7.B., below, takes effect.
- B. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts plus any additional amounts in accordance with 19.7.C. below:

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$505.73	\$1,016.45	\$1,537.18
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- C. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase that is above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.
- D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

**19.8 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**19.9 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is

## **SECTION 19 – MEDICAL, DENTAL, & LIFE INSURANCE**

a guaranteed issue, provided the election is made within the required enrollment periods.

**19.10 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

**19.11 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**19.12 Voluntary Vision Plan:** Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

**19.13 Health Savings Account:** Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent-intermittent employees.

**19.14 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**19.15 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue



---

Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**19.16 Prevailing Section:** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 Health, Life & Dental Care) will prevail.

**19.17 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**19.18 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**19.19 Coverage During Absences.** Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**19.20 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

**19.21 Health Care Oversight Committee.** The County and the Health Care Oversight Committee will continue during the duration of this agreement.

**19.22 Health Benefit Coverage for Employees Not Otherwise Covered.** To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18001 et seq.). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans.

## **SECTION 20 - PROBATIONARY PERIOD**

Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

### **SECTION 20 - PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

**20.2 Classes With Probationary Period Over Six / Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

Agricultural Biologist Trainee (BA7A) - one (1) year  
Animal Services Officer (BJWD) - one (1) year  
Animal Services Sergeant (BJTD) – one (1) year  
Child Support Specialist (SMWF) - one (1) year  
Weights & Measures Inspector Trainee (BW7A) - one (1) year

**20.3 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.4 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

A. **Appeal from Rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during

## **SECTION 20 - PROBATIONARY PERIOD**

---

the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

## **SECTION 21 - PROMOTION**

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.8 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

### **SECTION 21 - PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exam.** If an examination for one of the classes represented by the Union is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

**21.4 Promotion via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for six (6) months.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.

## **SECTION 22 - TRANSFER & REASSIGNMENT**

---

E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**21.7 Release Time for Physical Examination.** County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at the County's expense.

**21.8 Release Time for Examinations.** Permanent employees will be granted reasonable time from work without loss of pay to take County examinations or to go to interviews for a County position provided the employees give the Department sufficient notice of the need for time off. "Reasonable" release time shall include time for travel and interviewing/testing.

## **SECTION 22 - TRANSFER & REASSIGNMENT**

**22.1 Transfer Conditions.** The following conditions are required in order to qualify for transfer:

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.
- B. The employee shall have permanent status in the merit system and shall be in good standing.
- C. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.

## **SECTION 22 - TRANSFER & REASSIGNMENT**

---

- D. The employee concerned shall have indicated agreement to the change in writing.
- E. The Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Policy.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

**22.3 Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel, except as otherwise provided in the supplemental sections of this MOU. This provision applies to intradepartmental reassignments only.

This provision for work location reassignments applies only to the following units: Agriculture Unit (excluding the Weights and Measures Division) and Library Unit.

Section 22.3 also applies to the Community Services Bureau Unit in conjunction with Section 53.3.F.

**22.4 Reassignment Due to Layoff or Displacement.** When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned.

## **SECTION 23 - RESIGNATIONS**

---

Seniority for reassignment purposes shall be defined as (in Section II, Layoff) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Union from making a mutually agreed upon alternative arrangement.

### **SECTION 23 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. Five (5) more consecutive work days have elapsed since the County mailed a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 23.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

### **23.5 Coerced Resignations.**

- A. **Time Limit.** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. **Reinstatement.** If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. **Contest.** Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 of the MOU beginning with Step 3.
- D. **Disposition.** If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.



## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

- E. Incompetence or inefficiency.
- F. Insubordination.
- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).
- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.
- Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**24.3 Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

**24.4 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

**24.7 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take all reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 25 - GRIEVANCE PROCEDURE**

**25.1 Definition and Procedure.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 24.6 – Procedure on Dismissal, Suspension, or Demotion. Grievances will be processed in the following manner:

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head 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, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

**Step 4 Mediation.** Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5 Arbitration.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance

## **SECTION 25 - GRIEVANCE PROCEDURE**

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 Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Step 5. Expedited Board of Adjustment.** If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

- A. The EBA will be composed of two (2) union representatives from Public Employees Union, Local One, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Union and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed will serve a six (6) month term so that Board member terms are staggered.
- B. The County and the Union (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- C. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- D. The Union and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or

## **SECTION 25 - GRIEVANCE PROCEDURE**

other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### **Procedures**

- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Labor Relations staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.
- H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

### **25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may 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 under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 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 or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

- E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County 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.

**25.5 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.

**25.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until the MOU is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

**25.7 Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### **25.8 Merit Board.**

- A. All Grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4 and 5 of Subsection 25.1 - Definition and Procedure and Step 5 of Subsection 25.2 - Step 5-Expedited Board of Adjustment above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

## **SECTION 26 - BILINGUAL PAY**

**25.9 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

### **SECTION 26 - BILINGUAL PAY**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made. Effective January 1, 2007, the differential shall be increased to a total of one hundred dollars (\$100.00) per month.

### **SECTION 27 – RETIREMENT CONTRIBUTION**

**27.1 Contribution.** Effective on January 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

#### **27.2 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or after January 1, 2013**

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.



## **SECTION 28 - TRAINING REIMBURSEMENT**

---

### **SECTION 28 - TRAINING REIMBURSEMENT**

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to seven hundred fifty dollars (\$750) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

### **SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES**

For each two year period starting January 1, 2016, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toe guards, replacement footbeds, or soles, up to a maximum of two hundred and seventy-five dollars (\$275). There is no limitation on the number of shoes, toe guards, or soles, or number of repairs allowed.

The County will provide those employees currently eligible for safety shoe allowance with two (2) methods for purchasing safety shoes:

- A. Reimbursement for the purchase and repair of safety shoes up to the maximum amount stated above for each two (2) year period.
- B. Voucher obtained from the eligible employees' Department for an identified vendor for the purchase of safety shoes up to the maximum amount stated above for each two (2) year period.
- C. The County agrees to provide a second vendor for the purchase of safety shoes. The County will endeavor to secure Red Wings as the second vendor and to identify two locations where the shoes may be obtained by voucher.

The eligible employee will inform his/her Department's accounting section of the desired method for purchasing safety shoes at the beginning of each calendar year.

When an employee is assigned a job task that requires additional or different safety shoes, the purchase will be approved by their supervisor and the shoes will be provided or reimbursed through their department purchasing/accounting processes. The use of the safety shoe allowance will not limit the provision of additional required and approved safety shoes.

The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.

## **SECTION 30 - COMPUTER VISION CARE (CVC) USERS EYE EXAM**

The maximum safety eyewear reimbursable limits for lenses will not exceed a total of fifty dollars (\$50) and the maximum reimbursement for frames will not exceed a total of sixty dollars (\$60).

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

Eligible employee is defined as an employee requiring safety shoes and/or prescription safety eyeglasses to protect them from job task and/or environment hazards that cannot be controlled through engineering or administrative processes. When this is the case, personal protective equipment (PPE) is required and provided to the employee by the County, per Safety Orders and Administrative Bulletin No. 513.

## **SECTION 30 - COMPUTER VISION CARE (CVC) USERS EYE EXAM**

Employees in the Library Unit and Investigative Unit shall be eligible to receive an annual eye examination on County time and at County expense in accordance with the following conditions:

- A. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.
- B. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division.
- C. Should prescription glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, basic eye wear consisting of a fifty (\$50) dollar frame and single, bifocal, or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor, and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the plan.

## **SECTION 31 - PERFORMANCE EVALUATION PROCEDURE**

The following procedures shall apply in those departments which already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

- A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance.

## **SECTION 31 - PERFORMANCE EVALUATION PROCEDURE**

The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.

### **B. Frequency of Evaluation.**

1. Probationary employees shall be evaluated at least once during their probationary period.
2. Permanent employees may be evaluated every year.

### **C. Procedure.**

1. An employee shall generally be evaluated by the first level management supervisor above the employee.
2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.

## **SECTION 32 - MILEAGE**

10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Employee Relations Officer or designee upon request of either the employee or the Department. Prior to being mediated by the Employee Relations Officer or designee either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Employee Relations Officer or designee.

### **SECTION 32 - MILEAGE**

**32.1 Reimbursement for Use of Personal Vehicle.** Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin No. 204 on Expense Reimbursement.

**32.2 Charge For Use of Home Garaged County Vehicle.** Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

**32.3 Commuter Benefit Program.** Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of Title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

### **SECTION 33 - PAY WARRANT ERRORS**

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

## **SECTION 34 - FLEXIBLE STAFFING**

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

## **SECTION 34 - FLEXIBLE STAFFING**

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

## **SECTION 35 - PERSONNEL FILES**

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their working hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The

## **SECTION 35 - PERSONNEL FILES**

---

custodian of records will certify that the copy is a true and correct copy of the original file.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days after the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents.

Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Union with lists of official

## **SECTION 36 - SERVICE AWARDS**

personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

## **SECTION 36 - SERVICE AWARDS**

Procedures and definitions relative to Service Awards shall be in accordance with Administrative Bulletin No. 410 - Service Recognitions and Awards.

## **SECTION 37 - REIMBURSEMENT FOR MEAL EXPENSES**

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

## **SECTION 38 - DETENTION FACILITY MEALS**

The charge for a meal purchased in a detention facility by employees represented by Local No. 1 is one dollar (\$1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

## **SECTION 39 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

### **SECTION 39 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

Claims for reimbursement must be processed in accordance with the Administrative Bulletin No. 518 - Compensation for Loss or Damage to Personal Property.

### **SECTION 40 - HARASSMENT**

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature; arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

### **SECTION 41 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

### **SECTION 42 - PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full-time. If the employee works at least fifty percent (50%) of full-time, County retirement participation is also included.

### **SECTION 43 - PERMANENT-INTERMITTENT EMPLOYEE SPECIAL PAYS & BENEFITS**

- A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.



## **SECTION 44 - HAZARD PAY**

---

- B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment D, then the special pay or benefit does not apply to permanent-intermittent employees.

### **SECTION 44 - HAZARD PAY**

Hazard pay is calculated at five percent (5%) of the hourly equivalent of the employee's base rate of pay for each hour that qualifies for hazard pay. Permanent full-time and part-time, permanent intermittent, and temporary employees in the Building Trades Unit and Library Unit will be paid hazard pay for those hours worked in the following organizational units:

<b>Org.#</b>	<b>Org. Name</b>
0451	Conservatorship
2490	Inmate Library Services
2575	Detention Transportation
2577	County Parole Program
2578	Martinez Detention
2580	West County Detention
2585	Marsh Creek Detention
2588	AB109 Program
5700	Martinez Detention Infirmery
5701	West County Detention Infirmery
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County
5951	Youth Mental Health
5974	West County Adult Mental Health
6313	Psychiatric Unit
6381	Psychiatric Emergency
6383	Emergency
6553	Hospital Admission Martinez
6570	Outpatient Registration

Employees eligible to receive a Detention Facility Assignment Pay in Section 53 - Unit Items of this M.O.U. are not eligible to receive hazard pay under this Section.

**SECTION 45 - LUNCH PERIOD**

Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.

**SECTION 46 - REST BREAKS**

Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

**SECTION 47 - HEALTH EXAMINATION**

Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a Tuberculosis Skin Test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one year apart.

**SECTION 48 - TEMPORARY EMPLOYEES**

48.1 Recognition. Public Employees Union, Local One is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the Memorandum of Understanding between Public Employees Union, Local One and Contra Costa County.

48.2 Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Memorandum of Understanding.

48.3 Employment Conditions.

A. Agency Shop.

1. All covered temporary employees, as specified in Section 48.1 above, shall either:
  - a. Become and remain a member of the Union and pay dues in an amount that does not exceed an amount that may be lawfully collected under applicable constitutional, statutory, or case law authority as determined by the Union ; or

## **SECTION 48 - TEMPORARY EMPLOYEES**

- b. Pay to the Union an agency shop fee in an amount of member dues specified in Section 48.3.A.1.a above; or
- c. Do both of the following:
  - i. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - ii. Pay a sum equal to the agency shop service fee specified in Section 48.3.A.1.b above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the Memorandum of Understanding between Public Employees Union, Local One and Contra Costa County.
2. No initiation fee or special assessments shall be required of these employees.
3. The amount of the agency shop service fee shall not exceed the amount specified in 48.3.A.1.b., above. The Union agrees to refund to the employee any excess amount deducted from a temporary employee's pay. The timing and method of refund shall be the sole responsibility of the Union.
4. This agency shop service fee provision shall be effective on the June 10, 1987 payroll.

### **B. Agency Shop Deductions.**

1. A current temporary employee or a new temporary employee hired into a job class represented by Local 1 shall be provided with an "Employee Authorization For Payroll Deduction" form by the Human Resources Department. Said employee shall have thirty (30) calendar days to fully execute the authorization card of his/her choice and return said form to the County Personnel Department.
2. If the form is not returned within thirty (30) calendar days, or if the Union reports that an agency shop fee has not been paid, the employee will be subject to his/her temporary appointment being ended by the Director of Human Resources.
3. The Union shall indemnify, defend and hold the County harmless against any and all claims, demands, suits, orders, or judgements, or other forms of liability that arise out of or by reason of this Agency Shop Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.

## **SECTION 48 - TEMPORARY EMPLOYEES**

---

4. The authorization of payroll deductions described in Section 48.3.B.1 above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

### **48.4 Salary Increments Within Range.**

- a. Increment Eligibility and Salary Review. All temporary employees shall begin accumulating a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for this classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- b. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.
- c. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the monthly following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- d. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

Temporary employees hired at step 1 of the salary range for their classification will be eligible for a salary review as described in Section 48.4.a above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described in Section 48.4.b above.

- e. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

### **48.5 Paid Time Off.**

- a. Temporary employees shall begin accumulating a record of straight time hours worked.

## **SECTION 48 - TEMPORARY EMPLOYEES**

---

- b. Based upon the accumulation of straight time hours recorded (Section 48.5.a above), effective the first of the month following completion of each 2080 straight time hours worked, the temporary employee shall be credited with forty (40) hours of "paid time off". Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- c. Use. Paid time off (PTO) shall not be taken until "credited" (Section 48.5.b above) after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.
- d. Paid off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours (Section 48.5.b above) and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.

48.6. Grievance Procedure. Temporary employees covered by this Memorandum of Understanding may grieve only alleged violations of the specific terms and conditions specified in this Section.

### 48.7 Work Hours.

- A. Temporary Employees. Temporary employees hired may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

Temporary appointments to fill vacancies resulting from leaves of absence (i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
  - 1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
  - 2. While a department is actively recruiting to fill a position.

## **SECTION 48 - TEMPORARY EMPLOYEES**

---

3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and “closing the assessment roll” season (Assessor).
4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

- C. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: “The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation.”
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is

## **SECTION 49 - ADOPTION**

appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

- G. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.
- H. Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment E, then it does not apply to temporary employees.

## **SECTION 49 - ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 50 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

**50.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

**50.2 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.

**50.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those

## **SECTION 51 - FAIR LABOR STANDARDS ACT PROVISIONS**

provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**50.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

## **SECTION 51 - FAIR LABOR STANDARDS ACT PROVISIONS**

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

## **SECTION 52 – SAFETY IN THE WORKPLACE**

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 53- UNIT ITEMS**

Specific working conditions for the various units represented by the Union are listed in Sections 53.1 through 53.5.

### **53.1 Agriculture - Animal Services Unit**

#### **A. Department of Agriculture Personnel**



## **SECTION 53 - UNIT ITEMS**

---

1. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist, one (1) Weights & Measures Inspector and one (1) Pest Detection Specialist and appropriate management representatives.
2. Permanent employees in the classifications of Agricultural Biologist II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.
3. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Lead Pest Detection Specialist – Project (B9T1), Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.
4. Permanent employees in the classification of Weights & Measures Inspector II, Weights & Measures Inspector III and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.
5. Two (2) employees, as designated by the Department in the classification of Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class “A” California Driver’s license with a Hazardous Materials Endorsement is required for this differential.
6. **Pest Surveillance Canine Inspection Program.**
  - a. **Handler Compensation for Home Kenneling:** Canine Handlers in the Pest Surveillance Canine Inspection Team will be paid for daily canine core care of home kenneled canines at the rate of \$8.06 per day per canine kenneled in the Handler’s home. “Canine core care” is the general daily maintenance care of the canine, including providing water, feeding, maintenance level exercising, and providing a safe environment for the canine. Canine core care also includes basic maintenance of the home kennel such as cleaning and sanitizing.

## **SECTION 53 - UNIT ITEMS**

---

This compensable off-duty canine core care for canine handlers that home kennel is estimated to be not more than 30 minutes per day.

The Canine Handler compensation will be suspended on a day by day basis during those times that the canine is not home kenneled with the Canine Handler due to the Canine Handlers' vacation, leave of absence or illness that involves the Department making alternative arrangements for the care of the canine. Under such circumstances, an alternative canine handler may home kennel and provide the daily canine core care of the other canine for the period of time that the other canine handler is unavailable. The Canine Handler accepting the additional responsibility will retain the \$8.06 daily canine care compensation for their duties with the primary canine and will also receive the daily canine care compensation of \$8.06 for the second canine that is under their care at a home kennel.

Canine Handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the Canine Handler reports such occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.

Should the off-duty canine care compensation be increased for the canine officers in the Deputy Sheriff's Association, the Agricultural Pest Surveillance Canine Program will increase the off-duty canine care compensation by the same amount.

b. **Home Kennel Funding:** A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.

7. The County will pursue new and increased California Department of Food and Agriculture grants to support transition of employees from permanent intermittent classifications to permanent classifications.

### **B. Animal Services Personnel**

1. Letters of commendation received by the Department shall be placed in the individual employee file.
2. **Duffel Bag.** The Animal Services Department agrees to provide all Animal Services Officers and Animal Services Sergeants with a duffel/equipment bag for equipment. These bags will be the property of the Animal Services Department and labeled as such.
3. **Uniforms.** The uniform allowance for employees in the classification of Animal Services Officer and Animal Services Sergeant shall be \$800.00 per year. Uniforms must be maintained at a standard acceptable to the department. If an increase in the uniform allowance is subsequently approved for Deputy Sheriffs,

## **SECTION 53 - UNIT ITEMS**

---

Animal Services Officers and Animal Services Sergeants shall receive an increase equal to that received by Deputy Sheriffs.

4. The Animal Services Officers and Sergeants shall follow the dress code in Chapter 3 of the Officers Field Service Manual.
5. Raingear/Outerwear. The Animal Services Department agrees to provide Kennel staff with raingear as needed for working outside the shelter. Additionally, the County will reimburse Kennel Staff up to sixty dollars (\$60.00) per year for the purchase of outerwear of a type approved by the Department.
6. The Animal Services Department agrees to reimburse Kennel Staff (Kennel Staff refers to employees who, on a daily basis, clean and maintain kennels, cat cages, corrals, stalls, and other animal holding cages) for the purchase of black or blue denim trousers up to two hundred dollars (\$200.00) per employee per year (July 1 to June 30). The current classifications include Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Utility Workers (BJWE).
7. Dry-Fit Shirts. The Animal Services Department shall provide six (6) initial dry-fit shirts to be worn for work to current and any newly hired permanent, permanent-intermittent, and temporary Shelter staff employees in the classifications of Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Animal Services Utility Worker (BJWE). Replacement dry-fit shirts will be provided upon the approval of the Department.
8. Surgical Scrubs. The Animal Services Department shall provide permanent, permanent-intermittent, and temporary employees in the classification of Registered Veterinary Technicians (BKVA) who work in the Spay/Neuter Clinic or in Shelter Surgery with surgical scrubs. The Animal Services Department will provide current employees and any newly hired Registered Veterinary Technicians with six (6) initial scrub tops to be worn for work. Replacement scrub tops will be provided upon the approval of the Department. In addition, the Department will reimburse these employees up to two hundred dollars (\$200) per year (July 1 to June 30) for the purchase of scrub pants and/or denim jeans. Reimbursement will require the employee to provide proof of purchase to the Department. The employee is responsible for cleaning and maintenance of the garments.
9. Departmental Fee Reimbursement. Once during the term of this MOU, each employee in the Animal Services Department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.
10. The Safety Committee for the Department of Animal Services will remain in effect and will continue to be constituted as follows: One (1) Animal Services Officer and one (1) Animal Center Technician and one (1) Animal Services Sergeant and

## **SECTION 53 - UNIT ITEMS**

---

one (1) Registered Veterinary Technician and appropriate management representatives. Committee meetings will be held at least once quarterly, provided that either the union or management may call meetings more frequently to discuss safety issues.

11. The Animal Services Department has instituted a one-half (½) hour lunch period for all employees in the classification of Animal Center Technician. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.
12. The Animal Services Department will continue the current policy of allowing Animal Services Officers, Animal Services Sergeants and Kennel staff, and Registered Veterinary Technicians to sign up for shifts on the basis of seniority.
13. The Animal Services Department intends to continue the current 4/10 work schedule for the duration of this MOU. Both the County and the Union understand that continuation of the 4/10 work schedule during the term of this MOU is contingent on adequate funding and retention of sufficient non-probationary personnel to insure adequate service levels. The determination of adequate funding, staffing and service levels is the sole prerogative of the Department, except to the extent required by law to meet and confer on the impact of staffing levels. The County agrees to notify the Union and to meet and confer if the 4/10 schedule is to be terminated.
14. Animal Services Officers, Animal Services Sergeants, Kennel staff, and Registered Veterinary Technicians who are required to appear/testify in Court on their day off will receive a minimum of four (4) hours of overtime pay.
15. For employees in the Animal Services Department assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day, 4/10 or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday or Sunday.
16. Animal Services Officers and Animal Services Sergeants Participating in Search Warrants. The Department will compensate individual Animal Services Officers and Animal Services Sergeants in the amount of one hundred dollars (\$100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers and Animal Services Sergeants to such search warrant duty.

No provision of this section or its application shall be subject to the grievance procedure.

## **SECTION 53 - UNIT ITEMS**

17. Life Insurance. Effective January 1, 1997, \$45,000 Group Term Life Insurance will be provided for Animal Services Officers and Animal Services Sergeants. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
18. The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Animal Services Officer series to be eligible for safety retirement, and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet and confer on this issue.
19. Kennel Staff Facial Hair. Kennel Staff are allowed to have neatly trimmed and groomed Facial Hair as follows:

Moustache  
Moustache and Goatee  
Goatee

### **53.2 Building Trades Unit.**

- A. The County shall continue to supply employees in the Building Trades Unit with specific tools which shall be maintained and secured on County premises. No tools other than those supplied by the County may be used except upon prior authorization of the County.
- B. The County shall pay each employee in the Building Trades Unit a reimbursement of twenty-five dollars (\$25.00) per month, such to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.
- C. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time, and permanent intermittent employees will be paid detention facility assignment pay if the employee's position is assigned to one of the following facilities:

<b>Org.#</b>	<b>Facility Name</b>
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

## **SECTION 53 - UNIT ITEMS**

---

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

- D. The County will provide reimbursement, up to fifty dollars (\$50.00) per calendar year to Painters and Steamfitters for special blood tests, the purpose of which is to detect lead or other heavy metals. A statement from the Physician must be submitted with the receipt.
- E. Employees in the unit who work four (4) or more hours of overtime after midnight on a regularly scheduled work day may request and shall be granted the use of vacation, holiday or compensatory time for all or part of that day.
- F. Voluntary Reassignment (Bidding) Procedure. The below listed procedure will apply to the entire Building Trades Unit for satellite locations.

Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

1. **Responsibility.** Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.
2. **Vacancy Notices Posted/Bidding While on Leave.** Vacant position notices will be posted, in writing, for thirty (30) calendar days. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.
3. **All Vacancies Must be Posted.** All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
4. **Who May Request Reassignment.** Employees on leaves of absence are eligible to request reassignment if they are able to begin work when the assignment begins.
5. **Who may not request reassignment.** Employees on leaves of absence who are unable to return to work when the assignment begins are not eligible to request reassignment.
6. **Employee Selection.** The Department will select the most senior employee who bids on a position.
7. **No Old Job Claim.** The selected employee shall have no claim on the

## **SECTION 53 - UNIT ITEMS**

---

job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

8. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 22.4-f above. Probation Counselors who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.
9. When a vacancy occurs in the Traffic Signal Shop and an Electrician fills this vacant position, the Department is not obligated to allow another Electrician to bid out of the Traffic Signal Shop until the Department is satisfied that the new Electrician in the Traffic Signal Shop is fully trained.

- H. Involuntary Reassignment Procedure. The below listed procedure will apply to the entire Building Trades Unit for satellite locations.

Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

For temporary reassignments of eight (8) weeks or less, the supervisor must decide if the employee who is temporarily reassigned must start each work day at the temporary reassignment location or at his/her permanent assignment location. The supervisor must advise the employee before the start date of the temporary reassignment.

Temporary reassignments of less than eight (8) weeks duration cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected Department shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.

## **SECTION 53 - UNIT ITEMS**

---

- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment.

Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Union from making a mutually agreed upon alternative arrangement.

In no event shall reassignments be utilized for disciplinary purposes.

The Department may assign newly hired Building Trades employees to multiple satellite work assignments at the Department's sole discretion throughout the employee's initial probationary period.

### **53.3 Community Services Bureau Unit.**

It is understood for this Unit that all terms and conditions of the MOU shall apply except (1) those sections which pertain to the Merit System, (2) those limited in Attachment C, as modified below, and (3) entitled Sections in the MOU modified below:

- A. Salaries. Because employees in the Community Services Bureau (CSB) receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

#### Wages

1. Effective the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
2. Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).
3. No later than November 1, 2017, or within thirty (30) days of the County's receipt of notice concerning the amount of State and Federal grant funding for Community Services Bureau programs for the following calendar year,



## **SECTION 53 - UNIT ITEMS**

---

the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.

### Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria, will be paid a lump sum ratification payment of one thousand dollars (\$1000). Permanent part-time employees, including project employees, who meet all of the following criteria, will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1000) by the employee's approved position hours (for example: \$1000 x (20/40) = \$500).
2. Permanent-Intermittent Employees. Permanent-intermittent employees who meet all the following criteria will be paid a lump sum ratification payment of two hundred dollars (\$200).

### Criteria:

The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

3. Temporary and per diem employees are not eligible for the ratification payment.
4. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

### The eligible classifications are as follows:

- Master Teacher -Project
- Teacher - Project
- Associate Teacher - Project
- Infant Toddler – Master Teacher - Project
- Infant Toddler – Teacher - Project
- Infant Toddler – Associate Teacher - Project
- Intermediate Clerk - Project
- Senior Clerk – Project
- Child Nutrition Worker I - Project
- Child Nutrition Worker II - Project
- Child Nutrition Worker III - Project
- Child Nutrition Food Service Transporter - Project
- Early Childhood Home Educator - Project

## SECTION 53 - UNIT ITEMS

- B. Separation Through Layoff. All current MOU provisions regarding seniority and layoff shall apply to employees of the Community Services Bureau Unit with the following modifications which are implemented to recognize that some positions in the Bureau are not funded on a year-round basis and that annual work cycles of positions in the same class may vary:
1. Specific positions otherwise denoted “full time” may be assigned a work cycle which is less than a full twelve-month year.
  2. Positions in the same class may be filled on both a year-round (12-month) and less than year-round basis. Some employees will be subject to periods of layoff in accordance with the following provisions:
    - a. Employees will be notified at the time of initial employment or promotion into the class as to the duration of the work year for the position being filled
    - b. Laid off employees are provided with an assurance of return to work at the beginning of the next work cycle if the position is still funded.
    - c. In situations where employees return to work together at the beginning of varying length work cycles, employees will be provided the opportunity to select assignment to the longer work cycle on the basis of seniority in class. This provision shall not apply to work cycles which begin at different times.

- C. Promotion. Promotional opportunities shall be available within the Unit to members with the understanding that due to their Project status, the employees may not participate in Merit System promotional examinations.

Notwithstanding this limitation, the Community Services Bureau (CSB) may request that the Director of Human Resources announce open examinations on a restricted basis, such as “Open Only to Employees of the Community Services Bureau” for the purpose of targeting qualified applicants.

When an examination is restricted to the CSB employees who have qualified and who have earned a score of seventy percent (70%) or more shall receive five one-hundredths (.05) of one percent for each completed month of service as a permanent employee in CSB continuously preceding the final date for filing for the examination. The credits shall be included in the final percentage score from which the rank on the list is determined. No employee however, shall receive more than a total of five (5.0) points for seniority in any such examination. Employees are in no way restricted from applying to compete in any examination announced by the County on an “open only” or “open and promotional” basis.

- D. Disciplinary Action. Employees of CSB shall be subject to all provisions of MOU Section 24 - Dismissal, Suspension, Temporary Reduction in Pay and Demotion,

## **SECTION 53 - UNIT ITEMS**

---

except that those references to the Merit System in 24.1 (C) and (K) are changed to read "County Service" and "County Ordinance or Resolution" respectively; and the reference to the Merit Board in 24.5 and 24.6 (C) shall be deleted.

E. Grievance Procedures. Employees of CSB shall be subject to all provisions of MOU Section 25 - Grievance Procedure, except that if an appeal is made to the Merit Board on the basis of alleged discrimination, such appeal may not also be subject to the grievance procedure.

F. Reassignment and Bid Procedures. With respect to reassignment of work location, provisions of MOU Section 22.3 – Reassignment of Work Location, shall apply and are amplified as follows:

1. The Community Services Bureau agrees to post all vacancies for at least five (5) days to allow for reassignment applications.
2. In considering any request for reassignment of the Bureau's staff, the Community Services Bureau will fill the initial vacancy with the most senior employee requesting the reassignment. Any subsequent vacancies which are created through filling the initial vacancy will be filled based on requirements of the Community Services Bureau.
3. Once annually, in May or June the Bureau and Local One will conduct an open bid meeting wherein all employees may bid for vacant positions on the basis of seniority. Prior to posting the bids, the Bureau will meet with the Union to advise them of any positions requiring specific criteria necessary to comply with Head Start or State Licensing requirements. The Community Services Bureau will identify these criteria when posting these positions for bidding. An employee bidding for these positions must meet any site specific criteria. The hours of work shall be posted for each position at the bid meeting. The division may change the posted hours of work after the bid meeting and before the assignment begins by no more than 30 minutes if a change in hours is necessary to accommodate the children enrolled at the site. If it does, the Bureau will notify the affected employee and Local #1 as soon as it determines that it must change the hours. The Bureau shall tell employees at the bid meeting the position to which they have been assigned pursuant to the bid meeting and shall confirm that notice in writing within two (2) weeks of the bid meeting. Additional vacant positions that are created through the bid procedure will also be filled by seniority as provided in this section. If all vacancies are not filled through the annual bidding process, the Community Services Bureau will fill the positions based on the Bureau's requirements.

In addition, the following bidding restrictions shall apply:

- (a) An employee appointed to a position during the annual bid meeting may transfer no more than one time during the program year.

## **SECTION 53 - UNIT ITEMS**

---

(b) An employee who chooses not to bid during the annual bid meeting may transfer once during the program year.

(c) Probationary employees are not eligible to bid on a position.

4. The Community Services Bureau reserves the right to reassign an employee during the Program year should the employee be the subject of an investigation involving the welfare of the children under the employee's care.

### **53.4 Investigative Unit.**

The deep class resolution for Collection Services Officer shall remain in effect for the duration of this MOU unless modified by mutual agreement.

### **53.5 Library Unit.**

- A. Section 12 of this MOU regarding holidays is modified for all employees in the classifications of this unit to delete the day after Thanksgiving as a holiday and to add the Day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.
- B. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees shall rearrange their work schedules so that they work a full eight (8) hour shift.
- C. It is the position of the Library Department that employees in classes represented in the Library Unit are on their own time during their lunch period and are not subject to be called back to work during their lunch period.
- D. The Library agrees to continue to explore maximizing two days off in a row for library personnel covered by this MOU.
- E. Evening Shift Differential. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of a five percent (5%) of the employee's base hourly rate of pay for those hours worked between 6:00 p.m. and 9:00 p.m.
- F. Weekend Shift Differentials.
  1. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
  2. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and

## **SECTION 53 - UNIT ITEMS**

---

one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.

- G. In the event that Sunday is to become part of the scheduled work week for Library Unit employees, the County agrees to meet and confer with the Union regarding those employees who will be assigned to work Sunday as part of their regularly scheduled work week.
- H. The County Library Reassignment Policy shall be as follows:

Definition. A reassignment is the voluntary or involuntary transfer or movement of an employee from one work site to another in the same classification.

Reassignment Criteria. Reassignments are made to facilitate the Library System's service function and efficiency. Library Administration shall make reassignments based on the needs of the branch/system in relation to public service and will consider the following employee factors as they relate to these needs: the employee's job performance and development, the employee's subject/age specialization, the employee's seniority in the classification within the department, the distance between the work site and the employee's residence, and the assignment preferences of the employee as obtained by the procedures outlined below.

When circumstances other than seniority appear to Administration to equally or nearly equally meet the system service needs, then seniority shall govern.

In accordance with the above criteria, the Administration shall consider all internal requests for reassignment before making an appointment from any eligibility list and in no event shall reassignments be utilized for disciplinary purposes or be arbitrary. The Library shall notify Local #1 in writing when the employee selected is not the most senior employee and the reasons for such selection along with a list of those employees not selected.

In the event a grievance is filed regarding such request, the grievance shall be considered timely filed provided it is submitted within thirty (30) calendar days from the date of the Library's notification.

Procedures for Reassignment. Any employee may submit a request for reassignment to Administration at any time. Such requests will be kept on file for the current fiscal year.

Announcement of vacancies from resignations or promotions shall be distributed to all geographic work sites for a posting period of five work days. The announcement shall include: (1) Classification and total hours of position; (2) Work site; (3) Age-level assignments. During the posting period, the vacancy shall not be filled.

Before any decisions necessitating involuntary reassignments are made, Administration will solicit information from employees involved regarding their

## **SECTION 53 - UNIT ITEMS**

career development, goals, assignment preferences and their view of branch needs. This information will generally be obtained through employee conferences with Deputy County Librarian or Assistant County Librarian.

Whenever feasible, an employee who is reassigned will be given two (2) weeks notice.

Any employee who has been reassigned or any employee who has requested a vacancy and is not reassigned to that position, may request to meet with Administration to discuss the reasons for the decision, or may request the reasons be provided in writing.

- I. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the Local One Library Unit who are assigned to the Library Inmate Unit (Org. 2490) will be paid the detention facility assignment pay if the employee's position is assigned to work in one of the following facilities:

<b>Org.#</b>	<b>Facility Name</b>
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

- J. The Library Practice Advisory Committee shall continue for the duration of this MOU.
- K. The Library Department shall make every effort consistent with efficient operations to provide that no employee shall be scheduled to work more than two (2) after 6:00 p.m. shifts in a calendar week, unless that employee specifically requests that shift for a specified period of time.

Thirty-two (32) and twenty (20) hour employees will maintain a four (4) day work week unless employees specifically agree to a variant days-off schedule. Choice of shift assignments at a work site shall be determined by County seniority in class.

However, employees who mutually agree to trade shift assignments at a given work site may request to do so, on a permanent basis, depending on their mutual agreement.

- L. Thirty-two (32) hour employees who voluntarily reduced their hours to reduce the impact of layoff shall be treated as forty (40) hour employee's for purposes of a future layoff pursuant to Section 11.4 of this MOU.

## **SECTION 53 - UNIT ITEMS**

- M. Permanent full-time, permanent part-time staff, and permanent-intermittent staff represented by the Library Unit of Local One shall be eligible for reimbursement of up to fifty dollars (\$50.00) per fiscal year for membership in either the American Library Association or the California Library Association. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
- N. When there are promotional or open and promotional exams for positions within the Library, the Library will provide training for staff members who meet the qualifications for the position in order to assist staff to prepare for the exam.
- O. The County shall continue to provide to the Union a copy of any layoff or recall list(s) for all affected employees in the unit. Furthermore, it is agreed that the County shall continue to recall for all assignments, whether permanent, short-term or provisional, employees who have been reduced in time, demoted or reassigned to Permanent-Intermittent in strict seniority order.

In addition, the County will keep a written record of all offers of employment and assignments to affected employees and to make such information available to the Union upon request. Qualified eligible permanent employees will be considered for acting or provisional appointments before filling vacancies with temporary employees.

- P. The Library will request that vacant, funded permanent positions be filled following the adoption of the annual budget.
- Q. Employees in the classification of Library Assistant who are regularly assigned "in Charge" at the Outlets shall be classified Library Assistant-Advanced Level.
- R. The following applies to all Permanent-Intermittent employees.

Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 320 hours per year, and must be available to work no less than twelve (12) Sundays per year.

The annual tracking of hours and Sundays shall be on a calendar year basis. If a Permanent Intermittent employee is hired after January 1, the requirements for available Sundays, and hours worked, will be prorated as of the hire date, unless the period remaining in the year is less than one month, in which case the period for administering the P.I. tracking hours agreement shall begin the first of the upcoming year.

Permanent Intermittent employees shall be entitled to designate specific geographic availability at no fewer than six sites.

All substitute job hours shall be in the automated online program for reviewing, accepting, and canceling shifts. All Permanent Intermittent employees accessing the automated program must be registered and must provide a valid phone number. Permanent Intermittent employees may not cancel jobs except if the job

**SECTION 53 - UNIT ITEMS**

is greater than fourteen (14) days out or if the employee makes a legitimate sick leave claim.

The P.I. employee shall be entitled to designate specific days not to exceed 45 days when he/she is not available for assignments. Notwithstanding the above, P.I. employees are entitled to Leave provisions of the MOU.

On a quarterly basis, the Library Department shall provide a report to Local One which shows Permanent Intermittent total hours worked, and the number of Sundays worked.

An employee may request a waiver of hours and weekend criteria by submitting a request for an exemption in writing to the Administrative Services Officer: Human Resources for the Library Department who shall give full and fair consideration to the request. A written decision shall be forwarded to the employee within 30 days. If the request is denied, the employee may appeal to the County Librarian. If denied at that level the employee may appeal to the Director of Human Resources, whose decision shall be final.

The Library Department will make training available to all new and current Permanent Intermittent employees. Staff will be paid for training time and such hours shall count as hours worked.

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

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

**PEU, Local One:**  
*(Signature / Printed Name)*

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

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



PUBLIC EMPLOYEES UNION, LOCAL ONE

**ATTACHMENTS**

- A. CLASS & SALARY LISTING BY UNIT
- B. MEDICAL/DENTAL/LIFE INSURANCE
- C. PROJECT EMPLOYEES
- D. PI SPECIAL PAYS AND BENEFITS
- E. TEMPORARY EMPLOYEES SPECIAL PAYS
- F. CLASS B PHYSICAL EXAMINATIONS/PUBLIC WORKS
- G. EXPANDED USE OF VOLUNTEERS/LIBRARY
- H. GENERAL SERVICES HEALTH & SAFETY ISSUES
- I. PER DIEM SPECIAL PAYS
- J. LIBRARY PRACTICES ADVISORY COMMITTEE (LPAC)
- K. CONTRACTING FOR SERVICE FROM REHABILITATION PROGRAMS
- L. BUILDING TRADES ROTATION
- M. RETURN TO WORK POLICY

PEU, LOCAL #1  
 CLASS AND SALARY LISTING  
Effective 1/1/2017

ATTACHMENT A

AGRICULTURE AND ANIMAL CONTROL UNIT

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			Min	Max
B9N1	PEST DETECTION PROG ASST - PRJ		\$3,880.49	\$3,880.49
B9T1	LEAD PEST DETECTION SPEC - PRJ		\$3,880.49	\$3,880.49
B9W1	PEST DETECTION SPEC -PROJECT		\$3,528.62	\$3,528.62
B9W3	GLASSY WING SHARPSHTR SPEC-PRJ		\$3,528.62	\$3,528.62
B9WB	AGRI AND STANDARDS AIDE		\$3,002.71	\$3,649.81
BA7A	AGRICULTURAL BIOLOGIST TRAINEE	F	\$3,227.78	\$3,923.39
BANA	AGRICULTURAL BIOL/W&M INSP III	F	\$5,709.39	\$6,939.80
BATB	AGRICULTURAL BIOLOGIST III		\$5,709.39	\$6,939.80
BAVA	AGRICULTURAL BIOLOGIST II	F	\$4,863.26	\$5,911.33
BAWA	AGRICULTURAL BIOLOGIST I	F	\$4,497.36	\$5,466.56
BJTC	SR ANIMAL CENTER TECHNICIAN	F	\$4,192.05	\$5,095.46
BJTD	ANIMAL SVCS SERGEANT		\$3,958.35	\$5,994.49
BJWC	ANIMAL CENTER TECHNICIAN	F	\$3,276.07	\$3,982.09
BJWD	ANIMAL SVCS OFFICER		\$3,595.86	\$5,445.54
BJWE	ANIMAL SVCS UTILITY WORKER		\$2,684.86	\$3,263.46
BKRA	VETERINARY ASSISTANT	F	\$3,348.22	\$4,069.79
BKVA	REGISTERED VETERINARY TECHN		\$3,528.62	\$4,965.12
BW7A	WEIGHTS/MEASURES INSPECTOR TRN	F	\$3,093.24	\$3,759.85
BWTB	WEIGHTS/MEASURES INSPECTOR III		\$5,709.39	\$6,939.80
BWVA	WEIGHTS/MEASURES INSPECTOR II	F	\$4,863.26	\$5,911.33
BWWA	WEIGHTS/MEASURES INSPECTOR I	F	\$4,497.36	\$5,466.56

PEU, LOCAL #1  
CLASS AND SALARY LISTING  
Effective 1/1/2017

ATTACHMENT A

BUILDING TRADES UNIT

Job Code	Class Title	Deep Class (D)	Salary Range	
			Min	Max
GFTA	LEAD ELECTRICIAN	F	\$6,721.11	\$7,410.03
GFTB	LEAD PAINTER	F	\$6,341.19	\$6,991.16
GFTC	LEAD CARPENTER	F	\$6,341.19	\$6,991.16
GFTE	LEAD STEAMFITTER	F	\$7,248.07	\$7,990.99
GFVA	STEAMFITTER	F	\$6,334.91	\$6,984.24
GFWA	ELECTRICIAN	F	\$5,874.35	\$6,476.47
GFWB	CARPENTER	F	\$5,525.86	\$6,092.26
GFWE	PAINTER	F	\$5,525.86	\$6,092.26
GFWG	ROOFER		\$5,743.41	\$6,332.11

PEU, LOCAL #1  
 CLASS AND SALARY LISTING  
Effective 1/1/2017

ATTACHMENT A

FAMILY AND CHILDREN SERVICES

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			Min	Max
98G1	CHILD NUTRT WORKER II-PROJECT		\$2,252.01	\$2,737.33
98G2	CHILD NUTRT WORKR III-PROJECT		\$2,432.83	\$2,957.12
98V1	CHILD NUTRT FOOD SVC ASST-PRJ		\$1,852.92	\$2,252.25
98W1	CHILD NUTRT WORKER I-PROJECT		\$1,820.00	\$2,212.22
98W2	CHILD NUTRT FD SVC TRNS-PRJ		\$1,946.96	\$2,366.55
98W3	CHILD NUTRI WORKR I-PRJ SUB		\$1,820.00	\$2,212.22
99J3	INTERMEDIATE CLERK-PRJ	F	\$3,073.21	\$3,735.51
9JV7	COMMUNITY SVCS ACCT ASST-PROJ		\$3,329.84	\$4,047.45
9KT7	SENIOR CLERK-PROJECT	F	\$3,540.66	\$4,303.70
9KV8	COMMUNITY SVCS BLDG SVC WRKR-P		\$2,181.77	\$2,651.96
9MW4	EARLY CHILDHOOD EDUCATOR-PRJ		\$3,067.13	\$3,728.13
CJK1	TEACHER ASST TRAINEE-PROJECT		\$1,820.00	\$2,006.55
CJN1	TEACHER-PROJECT		\$3,067.13	\$3,728.13
CJN2	INFANT TODDLER TEACHER-PROJECT		\$3,067.13	\$3,728.13
CJN3	TEACHER-PRJ SUBSTITUTE		\$3,067.13	\$3,728.13
CJT1	MASTER TEACHER-PROJECT		\$3,258.10	\$3,960.23
CJT2	INF/TOD MASTER TEACHER-PRJ		\$3,258.10	\$3,960.23
CJW1	ASSOCIATE TEACHER-PROJECT		\$2,276.67	\$2,767.31
CJW2	INFANT TODDLER ASSOC TCHER-PRJ		\$2,276.67	\$2,767.31
CJW3	ASSOCIATE TEACHER-PRJ-SUB		\$2,254.25	\$2,740.05
CJW4	ASSISTANT TEACHER-PROJECT		\$1,844.80	\$2,242.36

PEU, LOCAL #1  
 CLASS AND SALARY LISTING  
Effective 1/1/2017

ATTACHMENT A

INVESTIGATIVE UNIT

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			Min	Max
26SB	PUBLIC DEFENDER LIAISON AIDE		\$2,884.47	\$3,506.08
26SC	PUBLIC DEFENDER CLIENT SVC SPC		\$5,271.58	\$6,407.64
2Y7A	PARALEGAL		\$3,718.73	\$4,520.15
65SA	VICT/WIT ASSISTANCE PROG SPEC		\$3,800.63	\$4,619.69
6K7C	DA CASE PREPARATION ASSISTANT		\$3,876.64	\$4,712.09
S5VA	TAX COMPLIANCE OFC-ADVANCED	F	\$4,233.77	\$5,146.17
S5WB	TAX COMPLIANCE OFFICER	F	\$3,811.93	\$4,633.43
SMTA	CHILD SPRT SPECIALIST III	F, D Res # 02/765	\$4,488.46	\$5,455.75
SMVB	CHILD SPRT SPECIALIST II	F, D Res # 02/765	\$4,045.26	\$4,917.03
SMVD	COLLECTION ENFORCEMENT OF II	F	\$4,250.57	\$5,166.59
SMWF	CHILD SPRT SPECIALIST I	F, D Res # 02/765	\$3,528.62	\$4,289.06
SMWJ	COLLECTION ENFORCEMENT OF I	F	3,240.59	3,938.96

PEU, LOCAL #1  
 CLASS AND SALARY LISTING  
Effective 1/1/2017

ATTACHMENT A

LIBRARY UNIT

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			Min	Max
3AKA	LIBRARIAN TRAINEE	F	\$4,175.48	\$4,175.48
3AV3	LIBRARY LITERACY SPEC-PRJ		\$4,397.76	\$5,616.12
3AVA	LIBRARY SPECIALIST		\$5,041.66	\$6,438.40
3AVB	LIBRARY LITERACY SPECIALIST		\$3,379.48	\$4,315.73
3AWA	LIBRARIAN	F	\$4,397.76	\$5,616.12
3KT4	LIBRARY ASST-ADVANCED LEVEL-PJ	F	\$3,955.68	\$5,051.56
3KTB	LIBRARY ASST-ADVANCED LEVEL	F, D Res # 95/336	\$3,955.68	\$5,051.56
3KTC	SR LIBRARY LITERACY ASSISTANT		\$4,397.76	\$5,616.12
3KVB	LIBRARY ASST-JOURNEY LEVEL	F, D Res # 95/336	\$3,232.20	\$4,127.66
3KVC	LIBRARY LITERACY ASSISTANT		\$3,232.20	\$4,127.66

**MEDICAL PLANS**  
**July 1, 2016 through June 30, 2019**

**Coverage Offered**

The County offers the following Plans: Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net

**Co-Pays and Co-Insurance**

The medical plan Co-Pays and Co-Insurance are as follows:

CCHP A:	\$0 Office Visit in the RMC Network \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network co-pay \$3 Preferred Generic RX co-pay \$3 Preferred Brand RX co-pay \$3 Non-Preferred Brand RX co-pay
KAISER PERMANENTE PLAN A:	\$10 Office Visit co-pay \$10 Preferred Generic RX co-pay \$20 Preferred Brand RX co-pay \$20 Non-Preferred Brand RX co-pay \$10 Emergency Room co-pay
KAISER PERMANENTE PLAN B:	\$500 Deductible Per Person \$1000 Deductible Per Family \$20 Office Visit Co-pay (not subject to deductible) \$20 Urgent Care Co-pay (not subject to deductible) \$10 Lab & X-ray Co-pay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room \$3000/Person and \$6000/Family Annual Out of Pocket Maximum

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

\* This plan will be eliminated for all employees beginning January 1, 2018.



## PROJECT EMPLOYEES

Contra Costa County Employees Association Local No. 1 and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Local No. 1. For example, Accountant II is represented by Local No. 1 therefore it has been agreed that Accountant II-Project will also be represented by Local No. 1.

Other Project classes that are not readily identifiable as properly included in bargaining units represented by Local No. 1 shall be assigned to bargaining units in accordance with the provisions of Board of Supervisors Resolution 81/1.165 as set forth in Section 2.7 of this Memorandum of Understanding.

The Union and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and therefore differs from other regular classes represented by Local No. 1 in the following respects:

1. Project employees are not covered by the Merit System.
2. Project employees may be terminated at any time without regard to the provisions of this Memorandum of Understanding, and without right of appeal or hearing or recourse to the grievance procedure specified herein.
3. Any provision of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

**ATTACHMENT D  
LOCAL ONE**

**Section 43 – PI Employee Special Pays & Benefits**

Special Pays for Permanent-Intermittent Employees

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
Jury Duty-Scheduled Work Day (JRY)	Sec. 18.1.H
Military Leave (MLX)	Sec. 17.4
County Overtime (OPT)	Sec. 7.1.B
FLSA Overtime (OTF)	None
Longevity (L05)	Sec. 5
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 43
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 43
Shift Differential Pay at 5% (SH2)	Sec. 10
Negotiations Time Off (T03)	Sec. 4

**Unit Specific**

**1. Agriculture- Animal Services Unit (Section 53.1)**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Applicable Assigned Org (Org#)</u></b>
Search Warrants (D58)	53.1.B.16	1. Animal Services Officer(BJWD) 2. Animal Services Sergeants (BJTD)	
Canine Care (E09)	53.1.A.6		

**2. Building Trades Unit (Section 53.2)**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Applicable Assigned Org (Org#)</u></b>
Detention Facility Assignment Pay (HZ3)	53.2.C		1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County

**ATTACHMENT D**

**LOCAL ONE**

**Section 43 – PI Employee Special Pays & Benefits**

		<p>Detention Infirmery (5701)              8. Juvenile Hall Nursing (5702)              9. Detention Mental Health Martinez (5710)              10. Detention Mental Health West Co. (5711)</p>
<p>Hazard Pay (HZ2)</p>	<p>44</p>	<p>1. Conservatorship (0451)              2. Inmate Library Services (2490)              3. Detention Transportation (2575)              4. County Parole Program (2577)              5. Martinez Detention (2578)              6. West County Detention (2580)              7. Marsh Creek Detention (2585)              8. AB109 Program (2588)              9. Martinez Detention Infirmery (5700)              10. West County Detention Infirmery (5701)              11. Juvenile Hall Nursing (5702)              12. Detention Mental Health Martinez (5710)              13. Detention Mental Health West County (5711)              14. Youth Mental Health (5951)              15. West County Adult Mental Health (5974)              16. Psychiatric Unit (6313)              17. Psychiatric Emergency (6381)              18. Emergency (6383)              19. Hospital Admission Martinez (6553)</p>

**ATTACHMENT D  
LOCAL ONE**

**Section 43 – PI Employee Special Pays & Benefits**

			20. Outpatient Registration (6570)
--	--	--	------------------------------------

**3. Library Unit (Section 53.5)**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Assigned Org (Org#)</u></b>
Sunday Shift Differential 7.5% (SH3)	53.5.F.2.		
Saturday Shift Differential 5% (SH2)	53.5.F.1.		
Evening Shift Differential 5% (SH2)	53.5.E		
Detention Facility Assignment Pay (HZ3)	53.5.I.		Library Inmate Org (#2490) in the following facilities: Martinez Detention (2578); West County Detention (2580); Marsh Creek Detention (2585)
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental

**ATTACHMENT D  
LOCAL ONE**

**Section 43 – PI Employee Special Pays & Benefits**

			Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
--	--	--	--

**ATTACHMENT E  
LOCAL ONE**

**Section 48 – Temporary Employees - Special Pays**

**Special Pays for Temporary Employees**

**All Units**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
County Overtime (OPT)	Sec. 7.1.B
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML))	Sec. 48.5
Shift Differential Pay at 5% (SH2)	Sec. 10

**Unit Specific**

1. Building Trades Unit (Section 53.2)

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Applicable Assigned Org (Org#)</u></b>
Call Back (N35)	8	Steamfitter (GFVA)	
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency

**ATTACHMENT E  
LOCAL ONE**

**Section 48 – Temporary Employees - Special Pays**

---

			(6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
--	--	--	--

2. Library Unit (Section 53.5)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Sunday Shift Differential 7.5% (SH3)	53.5.F.2.		
Saturday Shift Differential 5% (SH2)	53.5.F.1.		
Evening Shift Differential 5% (SH2)	53.5.E		
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult

**ATTACHMENT E  
LOCAL ONE**

**Section 48 – Temporary Employees - Special Pays**

---

			Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
--	--	--	---



**GENERAL SERVICES DEPARTMENT**  
1220 Morello Avenue, Suite 200  
Martinez, California  
Extension 3-7100  
FAX 3-7108

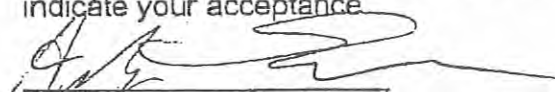
**DATE:** March 7, 2001  
**TO:** Arlyn Erdman, Local 1 Business Agent  
**FROM:** Karen Eckerson, Administrative Services Assistant III  
**SUBJECT:** Implementation Agreement for Class B Physical Examinations

---

This is to confirm the understanding we have reached regarding payment by the General Services Department for physical examinations for employees who are required to have Class B driver's licenses.

- Employees, who must maintain a Class B driver's license for their positions, may have the physical examination required for the license performed at Occupational Health Services at the expense of the General Services Department. Employees who choose to have their own doctors perform the examination must pay for these services themselves.
- The General Services Department will allow employees to undergo required physical examinations during the workday at a time mutually agreed upon by the employee and supervisor.
- If the employee does not receive certification for the license at the first examination, the General Services Department will pay for a follow up examination, at Occupational Health Services, to obtain the certification. The employee will assume financial responsibility for any medical treatment required to obtain certification.
- The General Services Department will pay for claims for Class B driver's license physical examinations (that meet the criteria outlined above) submitted on an Expense Demand form, with receipt, up to six months retroactive from the first date of our discussion, December 14, 2000.

If this understanding reflects our agreement, as you understand it, please sign below to indicate your acceptance

  
Arlyn Erdman

LETTER OF UNDERSTANDING  
CONTRA COSTA COUNTY LIBRARY - PUBLIC EMPLOYEES UNION LOCAL 1  
EXPANDED USE OF VOLUNTEERS

Ms. Sandra Falk, Representative  
Public Employees Union Local 1 - Library Unit  
5034 Blum Road  
Martinez, CA 94553

Dear Ms. Falk:

During the recently concluded meet and confer sessions regarding the Contra Costa County Library proposal to Local 1 to expand the use of volunteers in the various branches of the County Library, the following understandings were achieved:

1. Two Branch Librarian positions currently designated as .8 FTE each will be changed to a 1.0 FTE each with .2 FTE of each being Absent Without Pay (AWOP) time. These positions will be filled permanently as soon as possible.
2. The Library will work with Local 1 to develop better communications internally and improved public relations externally.
3. Staffing at the Clayton Branch for Local 1 represented positions will be a total of 2.55 - 2.75 FTE's in the following configuration: .8 - 1.0 Branch Librarian, .5 Librarian, 1.25 Library Assistant. The .25 Library Assistant will be assigned .25 FTE at another location. The Branch Librarian may chose to work 32 hours per week in a 1.0 FTE position of which .2 FTE will be defined as AWOP; or work 32 hours one week and 40 hours the second week including working every other Saturday in a 1.0 FTE positions of which .1 FTE will be defined as AWOP; or work 40 hours per week including working every Saturday unless and until the allocation of this position is permanently changed.
4. Job descriptions for volunteers will be developed in consultation with Local 1 and a new identification badge for volunteers will be designed by the Library.
5. Public Employees Union, Local 1 has in the past recognized the value of the contributions of volunteers to enhancing Library programs. Further, both the County and the Union recognize that over 69,000 hours of volunteer time were contributed by dedicated volunteers to the Library during 1994.

In an effort to encourage the use of volunteers in a manner that is consistent with the delivery of professional services by trained paid staff, the County and the Union agree that effective June 1, 1995 the list of volunteer duties shown below will be implemented and remain in effect so long as there are no layoffs of Library staff unless caused by revenue decisions outside of the County's control. In the event that layoffs caused by events outside of the County's control do occur during the term of this Letter of Understanding the parties will meet and confer regarding the use of volunteers in the libraries.

- 6. Implementation of this list of volunteer duties will be discussed with the Union at the regular monthly Labor-Management meetings. During the term of this Letter of Understanding, the Policy Statement on Volunteer Programs contained in the Library's Volunteer Handbook will be maintained in effect. Job descriptions for volunteers will be developed in consultation with Local 1. The Library will design a new identification badge for volunteers.
- 7. The County and the Union recognize that full staffing of the libraries provides better service to communities and is a desirable goal. The parties therefore agree that a reasonable minimum staffing goal to work towards is the level of staffing of Local 1 represented positions in place as of January 1, 1993. The parties agree further to work towards the achievement of this staffing goal by July 1, 1997. The parties also agree that the achievement of this staffing goal depends on additional funding source(s) for the operation of the libraries and are committed to working together to secure such additional funding source(s). In the event that this goal cannot be reached by the target date of July 1, 1997, this Letter of Understanding may be extended by mutual agreement only.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED AND ACCEPTED

PUBLIC EMPLOYEES UNION LOCAL 1

CONTRA COSTA COUNTY

Henry L. Clarke

Aime Marie Gold

Josque A. Salvador

Richard Keyne

Date 5/22/95

Date 5/22/95

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

PUBLIC SERVICES

Supplemental services in circulation and information services

- Make name tags for programs
- Clear book drop
- Assist with how to use Infotrac
- Assist with using microfilm
- Provide non-reference directional assistance
- Assist patrons with information technology equipment; e.g., CD-ROMs, OPACS, Selfcheck machines, copy machines, Internet, etc.
- Assist in preparing library for opening
- Answer phones
- Assist with searching recall lists
- Train "internet" docents
- Train docents for certain selected CD ROM products, i.e., explain how they work, how to use the catalogue, etc. This however, is dependent upon first training staff
- Train docents regarding "self check"
- Provide supervision of students and youth.
- Recycle newspapers and magazines

## CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

## SUPPORT SERVICES

Supplemental services in shelving, mending, maintaining collections, etc.

- Mend and clean books
- Process pamphlets
- Process college catalogs
- Shelf read
- Recycle newspapers/magazines
- Make shelf labels on computer
- Make photocopies
- Clean equipment and tables
- Clean graffiti
- Pick up exterior trash
- Post information on bulletin boards
- Process and arrange phone books
- Tattletape books and magazines
- File stock reports
- File job announcements
- Maintain display/giveaways
- Prepare analytics
- Mark holding in indexes
- Discard weeded books and periodicals
- Look up holdings for gift books
- Assist in processing and maintaining government documents
- Create a data base for community clubs and organizations. This will involve the use of telephone, research and actually creating the data base for use of patrons
- Create a data base for social services and referral services (see above)
- Create a data base for Children's and youth activities (including teen organizations). This may include classes, clubs, sports activities, etc. (see above)
- Minor repair projects such as: fixing book truck wheels, minor furniture improvement, dusting shelves, cleaning windows, removing graffiti-perhaps mural painting involving local youth, recycling library items (papers, etc.)
- Create 3 X 5 card book reviews to be posted on shelves throughout the library
- Produce lists on computer, exclusive of CLSI
- Assist with creating bulletin board or display projects under supervision
- Make labels for pamphlets and file folders
- Prepare analytics when assigned by librarian
- File pamphlets
- Process uncataloged paperbacks for circulation
- Color code picture books and special collections
- Search shelves for overdue materials

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

SUPPORT SERVICES

Supplemental services in shelving, mending, maintaining collections, etc.

- Assist with inventory of collection
- Stuff envelopes for mailings
- Clip marked newspapers for information file
- Clip and photocopy book order information
- Insert security strips in books
- Design and arrange bulletin board displays
- Design Flyers, story hour name tags, etc.
- Create and process picture files
- Arrange floral displays, take care of plants
- Coordinate exhibits and displays
- Clean phonorecords
- Check audio visual materials including records, cassettes, CD's and videos for damages
- Perform special housekeeping and gardening tasks
- Clean and tape book covers
- Do simple mending and repair of books, such as erasing pencil marks, repairing book pockets
- Assist with shelf-reading (keeping books in proper order on shelves)
- Keep magazines and newspapers in proper order
- Assist with shifting or relocating the collection, or sections of it
- Prepare analytics for plays in collections, biography collections, short stories, etc.
- Check the library holdings of materials indexed in Granger's Index to Poetry, Short Story Index, Play Index, etc.
- Update community resource file
- Assist with the collection and organization of local history file
- Prepare index to collections of popular songbooks



## CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

## PROGRAM SERVICES

Supplemental services in story hours, homework help and other programs

- Help with children's programs
- Assist with local history file
- Distribute flyers to schools
- Provide Homework Help assistance
- Provide Grandparents & Books Programs
- Select and deliver books to day care, convalescent hospitals, shut ins
- Set up displays and books bins
- Take photos at library events
- Assist with surveys
- Produce flannel boards
- When there is sufficient, designated staff, develop "bookleggers program" similar to that in Alameda County. This requires intensive training and so is dependent upon sufficient, designated staff being available
- Develop a program of outreach to preschools; stories, visits, delivery and pick up of books
- Develop a program of outreach to senior centers and or convalescent homes (see above). Utilize large print books and bifolka kits
- Develop serious fundraising projects; books sales, endowments, etc.
- Have volunteers create and staff "cappuchino/espresso bars" at appropriate locations
- Create and develop an "Adult-Book Discussion Group"
- Create and develop a "Teen-Book Discussion Group"
- Create a volunteer newsletter—either for use at individual branches or systemwide (incorporate some of the books reviews, news, volunteer projects, etc.)
- Teen peer tutoring program
- Liaison with schools
- Work with local schools regarding reading program (similar to LAST)
- Work to secure grants, especially NEA, and arts projects
- Develop "junior assistants"
- Based upon professional Librarian "Wish List" seek community funds and/or create fundraisers to support
- Help professional staff to develop better P.R. in the community (speakers bureau regarding resources offered, etc.)
- Work with professional staff to develop community forums or speaking engagements; i.e., sponsoring monthly speakers from the community on various projects, etc.
- Under supervision of Youth Services Librarian, help with children's programs
- Assist with room arrangement and program hospitality
- Develop program idea file
- Assist with open house and library tours
- Serve as projectionist at film programs
- Assist with distribution of flyers and posters in the community
- Deliver and return books for convalescent hospitals and shut-ins

VOLUNTEER TASK AND PROGRAM DEVELOPMENT

- |   |  |
|---|--|
| <p>1. Develop a program of outreach to preschools<br/>Liaison with schools<br/>Work with schools regarding reading program (similar to LAST)</p>  | <p>1. Develop a program of outreach to preschools: stories, visits, delivery and pick up of books.</p> <p>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian (similar to the training currently provided to volunteers in the Grandparents and Books program) to select appropriate material and to provide storytimes. Volunteers would then be matched with each day care and preschool in the community. They would set up a regular schedule for visiting the day care or preschool to deliver and pick up material and to provide programs.</p>   |
| <p>2. When sufficient staff, develop "booklegger" program</p>   | <p>2. Develop a program of outreach to schools: storytimes, booktalks, delivery and pick up of books.</p> <p>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian to select appropriate material and to provide age-appropriate presentations of the material. A volunteer would be matched with each classroom in the schools and would be the liaison with that classroom. The volunteer would set up a regular schedule for visiting the classroom to deliver and pick up material and to provide programs.</p>   |
| <p>3. Under supervision of youth services librarian, help with children's programs<br/>Provide supervision of students and youth.<br/>Develop "junior assistants"<br/>Teen peer tutoring programs</p> | <p>3. Assist students and youth in the library: This program would have a number of components, including the following:</p> <ul style="list-style-type: none"> <li>•Assist Youth Services Librarian or Librarian with class visits. As an example, if everyone in the class is working on the same topic, such as state reports, science projects, etc., have copies of pathfinders available and provide assistance in locating material.</li> <li>•Assist Youth Services Librarian or Librarian with children's programs in the library</li> <li>•Provide supervision of students and youth, including referring students to staff at desk.</li> <li>•Grandparents and Books program</li> <li>•Homework Help Center</li> <li>•"Junior Assistants" -teen and youth volunteers would be trained to provide some of the above assistance as well as special projects such as assisting with the summer reading program, assisting in the children's</li> </ul> |



- 4. Assist staff with routine public informational transactions  
Present library tours

ida5ctvoltskprdev

- Develop a program where both staff and volunteers provide storytimes that are taped for broadcast over CCTV.

- 4. •Assist with tours of the library. As an example, volunteers could help develop a "treasure hunt" that could provide instruction in the use of the library. Clues would be given which would lead library patrons through various sources

- Develop a program to train docents to provide training for the public for CD-ROM products, OPAC, Internet, how to search databases, and other new technologies. Once staff have been trained, volunteer docents can then assist with training the public. Docents could be available at all hours when something new is introduced, such as the OPAC, or at scheduled times to provide more in-depth assistance, such as Internet training

Contra  
sta  
nty



GENERAL SERVICES DEPARTMENT

1220 Moreño Avenue, Suite 200  
Martinez, California 94553-4711  
(510) 313-7100

Barion J. Gilbert  
Director

J. G. Beckhold  
Deputy Director

Kathy Brown  
Deputy Director

APR 13 1992

Henry Clarke, General Manager  
Contra Costa County Employees Association  
Local No. One  
P. O. Box 222  
Martinez, California 94553

Dear Henry:

This letter is to confirm agreement between Local No. 1 and the General Services Department regarding health and safety issues.

The General Services Department agrees to the following:

1. To provide employees in the Building Trades Unit an annual Tuberculosis skin test, to be included as part of the annual respirator examination, at no cost to the employee.
2. To request that the Building Trades Unit annual respirator examination include a rectal exam.
3. To continue to work with employees, Risk Management and Occupational Health when specific hazardous materials and/or toxins are identified in the worksites. The concerns raised regarding leaded paint were investigated, and Risk Management has determined that the lead content is within safe acceptable levels.
4. To provide, on a voluntary basis, vaccination for Hepatitis B to employees of the Building Trades Unit whose assignments include adult or juvenile detention facilities. The County reserves the right to determine the most economical means of providing the vaccination, which will be determined through a feasibility study to be conducted within 90 days after the execution of the MOU. General Services Department management agrees to meet and discuss the results of the feasibility study with Local No. 1.

Henry Clarke  
April 13, 1992  
Page -2-

- 5. To provide instruction in traffic coning safety to employees in the Building Trades Unit whose assignments require working adjacent to roadways.
- 6. To include previous vehicle accidents only if they occurred within the preceding 3 years when considering recommendations for disciplinary action, as a result of a current vehicle accident.

If the foregoing conforms to your understanding, please indicate your approval and acceptance in the space provided below.

Sincerely,

*Mickey Davis*

Mickey Davis  
Administrative Services Assistant

MD:mak

Contra Costa County

Contra Costa County Employees  
Association, Local No. One

*Richard Heyne 4/28/92*  
Rich Heyne  
Employee Relations Officer

*Henry Clarke*  
Henry Clarke  
General Manager

Date: 4/20/92

# ATTACHMENT I LOCAL ONE Per Diem Special Pays

## Local 1- Attachment I

Special Pays for Per Diem Employees

### All Units

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1.B
FLSA Overtime (OTF)	None
Shift Differential Pay at 5% (SH2)	Sec. 10

### Unit Specific

1. Building Trades Unit (Section 53.2)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Call Back (N35)	8	Steamfitter (GFVA)	
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency

**ATTACHMENT I  
LOCAL ONE  
Per Diem Special Pays**

			(6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
--	--	--	--

2. Library Unit (Section 53.5)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Sunday Shift Differential 7.5% (SH3)	53.5.F.2.		
Saturday Shift Differential 5% (SH2)	53.5.F.1.		
Evening Shift Differential 5% (SH2)	53.5.E		
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmery (5700) 10. West County Detention Infirmery (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult

**ATTACHMENT I  
LOCAL ONE  
Per Diem Special Pays**

			Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
--	--	--	--

MEMORANDUM OF UNDERSTANDING

After completion of a series of meet and confer sessions, the Contra Costa County Employees Association, Local 1, herein entitled "Union," and the Library Department of Contra Costa County do hereby enter into this Memorandum of Understanding concerning the Library Unit.

I. Purpose

Within the framework of the objectives of the public library to assemble, preserve and to make easily and freely available printed and other materials that will assist people of all ages in their pursuit of knowledge and personal and social well-being, and in the furtherance of these objectives a Library Practices Advisory Committee is hereby established.

II. Objectives

In pursuit of the above objectives, the Library Practices Advisory Committee shall work toward the following:

1. To promote working conditions that are conducive to efficient and effective operation of the Library.
2. To review library procedures and advise on their current appropriateness.
3. To encourage professional and educational career development for Library personnel.
4. To support and maintain effective communication between departmental administration and Library staff.
5. To encourage increased cooperation and understanding among departmental staff.
6. To provide additional avenues, as needed, for receiving individual or group suggestions, including suggestions for implementation.

III. Composition

- \* 1. The Union shall select <sup>four</sup>~~three~~ members from the Library Unit.
- \* 2. Departmental Administration shall select <sup>three</sup>~~two~~ members from supervisory ranks, with a <sup>fourth</sup>~~third~~ member at large not necessarily from supervisory ranks.
- \* 3. The Assistant County Librarian shall be a member, ~~and permanent chairman of the committee.~~
4. A representative from Central County Administration selected by the County Employee Relations Officer may be invited to participate in meetings.
5. A representative from the Union may be invited to participate in meetings.
- \* 6. Both the employees and the department shall each select a co-chairperson who will work together to develop the quarterly agenda and will alternate the chairing of each meeting.

IV. Procedures

The Library Practices Advisory Committee shall meet quarterly on County time for a period of not more than 3 hours. Subcommittees, upon approval of the Advisory Committee and the County Librarian, may meet and conduct the committee's assignments on County time; provided, however, that the normal public service needs of the Library are met without additional cost to the County.

1. The committee may, on emergency call of the Chairman or by a majority vote of the Committee, convene a special meeting.
2. The agenda and minutes of the previous meeting will be published by the department for general distribution prior to each regular meeting.
3. In order to facilitate the Committee's work, Committee shall be provided with reasonable data from the department.
4. The Committee may consult with administrative personnel, union staff, and with others possessing special knowledge as needed, to facilitate the Committee's work, provided this service is without cost to the County.
5. The department will consider fully the recommendations of the Library Practices Advisory Committee.

V. Term

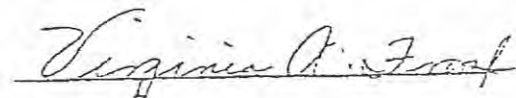
This agreement shall be in effect for one year after the date of signing by all parties. No later than one month prior to the conclusion of the effective term of the agreement there shall be a meet and confer session to evaluate the progress of the committee and to negotiate the continuation of the agreement and/or necessary revisions.

\* Changes as per memoranda of understanding dated 7/2/74 and 7/25/75.

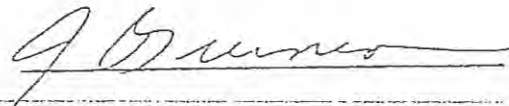
CONTRA COSTA COUNTY  
LIBRARY DEPARTMENT

CONTRA COSTA COUNTY EMPLOYEES  
ASSOCIATION, LOCAL NO. 1



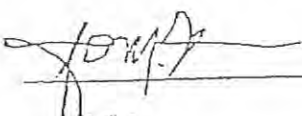


Date: August 4, 1973



Attested by: 9/4/73 MCH  
Employee Relations Officer

Date: 7/27/73

Date: 



Contra  
Costa  
County



**ATTACHMENT K**  
**Human Resources  
Department**

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

**Lori Gentles**  
Assistant County Administrator  
Director of Human Resources

October 2, 2007

---

*Letter of Agreement*

---

*Contracting for Services from Rehabilitation Programs*

The County may enter into a contract with nonprofit organizations pursuant to County Administrative Bulletin No. 612.0, adopted on October 2, 2007, for purposes of performing work presently performed by private contractors. Except as stated in the previous sentence, the County shall not enter into a contract with a nonprofit organization, pursuant to the Administrative Bulletin to perform the type and kind of work performed by Local One's represented employees.

*For Public Employees Union Local One*

*For Contra Costa County*

  
\_\_\_\_\_  
Signature

10.25.07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

10-18-07  
\_\_\_\_\_  
Date

**BUILDING MAINTENANCE CRAFT EMPLOYEES' ROTATIONAL ASSIGNMENTS TO DETENTION FACILITIES AND THE COUNTY HOSPITAL**

1. Assignments for permanent employees of the Building Maintenance Division shall be made first on a voluntary basis in order of seniority. If no one volunteers, then involuntary assignments shall be made in order of reverse seniority among all permanent personnel in the respective classifications, unless employees are already in assignments at the hospital or detention facilities.
  - a. For each rotational assignment (detention facility and hospital), there will be separate seniority lists by facility and by craft. There are currently two rotational assignments: detention facilities and the hospital. Other assignments are NOT covered by this agreement.
  - b. For purposes of these covered assignments, seniority means seniority in classification in the assignment, e.g., when the person presently assigned has completed the assignment, he/she becomes the least senior person on the list for that same assignment.
  - c. The most senior person leaving one assignment may become the most senior person on the list for the other assignment. (Note of explanation: if a Carpenter is bid out of the detention facility assignment, he/she may then be the Carpenter with the most seniority for the hospital assignment, depending on when he/she was last in the hospital assignment.)
2. Assignment for employees of the Building Maintenance Division to the **detention facilities** shall be for a minimum of six months, but may be extended for two additional six-month periods. Any time after the initial minimum of five months, the incumbent may choose to leave and must provide a minimum 30-day written advance notice to his/her supervisor. At the end of the second six-month extension period, the position shall be open to the most senior person on the seniority list for that particular assignment.
3. The minimum period of assignment to Merrithew Memorial Hospital shall be one year, but may be extended for two additional six-month periods.
  - a. The side letter agreement of January, 1990 "Work Schedule for Crafts Assigned to Merrithew Memorial Hospital" remains in effect and covers other aspects of the assignment.

4. Vacancies for assignments shall be announced and bid in accordance with the following procedures:
  - a. The vacancy will be announced two months prior to the end of the second extension; or
  - b. thirty days prior to the vacancy when the incumbent provides notice of intention to leave the assignment; or
  - c. in the event of a management reassignment, the vacancy will be announced for five days.
5. If no one bids for the assignment and the incumbent chooses to remain, he/she has the same rights as if it were an original assignment.
6. Employees must be able and available to work in the assignment. An employee who is physically incapacitated or otherwise unavailable shall not be eligible to bid into an assignment; however, his/her name shall remain in its same position on the list.
7. As this is a newly formalized agreement, notwithstanding previous interpretations of the policy, the agreement will be started with the following conditions:
  - a. Craft assignments will be staggered such that not everyone will rotate at the same time, beginning with:

Detention Assignments:

Carpenter	August, 1995
Electrician	September, 1995
Steamfitter	October, 1995

Hospital:

Carpenter--1	September, 1995
Carpenter--2	December, 1995
Electrician--1	August, 1995
Electrician--2	November, 1995
Painter	August, 1996
Steamfitter	January, 1996

- b. Current incumbents who have been in their assignments for the original assignment period and two extensions shall be subject to rotation and, if bid out, they will become the least senior person on their respective craft/facility list. Currently assigned persons who have not completed their original assignments and applicable extensions will be allowed to remain until their assignments and extensions expire.
- 8. Nothing in this agreement constitutes a waiver of management's prerogative to deviate from these assignment procedures when necessary and appropriate. Any deviation from this agreement shall be subject to meet and confer.
- 9. Either party may request reconsideration of the terms and conditions set forth herein, which shall be subject to meet and confer. If agreement cannot be reached, impasse may be declared and impasse procedures instituted.

If the above conforms to your understanding, please indicate your acceptance and approval by signing below.

Contra Costa Employees Association,  
Local # 1

General Services Department

Richard Heyne  
Date: 6/7/95

Mickey Davis  
Date: 6/23/95

Human Resources Department,  
Labor Relations

Henry L. Clarke  
Date: 6/17/95

4/10 WORK SCHEDULE FOR CRAFTS ASSIGNED  
TO MERRITHEW MEMORIAL HOSPITAL

Craft employees permanently assigned to work full-time at Merrithew Memorial Hospital will work a 4/10 schedule with the following provisions.

- (1) For each craft having two or more persons permanently assigned full-time, at least one of them shall work Monday through Thursday, and one shall work Tuesday through Friday. If only one employee in a craft is assigned, then management will determine the schedule.

As vacancies occur, permanent and temporary reassignments will be made in accordance with the reassignment procedures in the Memorandum of Understanding between Contra Costa County and Local One.

- (2) The minimum period of assignment shall be one year, except in situations where management may determine that involuntary reassignment or service-related needs require otherwise.
- (3) This proposal will be on a trial basis for one year. During this year, management will review and evaluate the work schedule to ensure service requirements are met satisfactorily; that the proposal does not result in additional costs due to overtime, substitute personnel, or additional overhead; and that other problems do not occur. If problems occur, management will request a meeting with Local One. If a meeting cannot resolve service or fiscal matters, then we shall request an end to the schedule.

Wanda J. Kinney  
Local 1 Representative

1/22/90  
Date

Ruthy Brown  
Department Representative

1/30/90  
Date



**CONTRA COSTA COUNTY  
RETURN TO WORK POLICY  
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

- C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:
1. The restrictions recommended by the employee's treating physician or QME, if applicable;
  2. The operational and financial needs of the department; and
  3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.



C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK**

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

- 1. Limited duty for employees who are temporarily disabled by illness or injury  
or
- 2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES:  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:



LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____



PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED DUTY**: \_\_\_\_\_

LIMITED DUTY CAN BE:  FULL TIME  PART TIME

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES**: \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT  OR TEMPORARY ? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

\_\_\_\_\_  
PHYSICIAN'S SIGNATURE DATE

\_\_\_\_\_  
PHYSICIAN'S NAME ADDRESS

**CONTRA COSTA COUNTY  
 PHYSICIAN'S STATEMENT OF ABILITY TO WORK  
 ADA/FEHA/non-industrial**

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
 or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

\_\_\_\_\_

\_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES: \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

**DATE EMPLOYEE CAN START MODIFIED**

**DUTY:** \_\_\_\_\_

MODIFIED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES:** \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

PHYSICIAN'S SIGNATURE

DATE

PHYSICIAN'S NAME

ADDRESS

TELEPHONE NO.

FAX NO.



**COUNTY OF CONTRA COSTA  
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT: _____	
NAME OF EMPLOYEE: _____	DATE OF INJURY OR ILLNESS: _____
JOB CLASSIFICATION: _____	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL: _____
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY: _____	PART (S) OF BODY AFFECTED: _____
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME: _____	DATE OF EXAM/TREATMENT: _____

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES **FOR UP TO A 3-MONTH PERIOD** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS _____
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

WORK HOURS/DAYS OF WEEK: \_\_\_\_\_

SPECIFIC DUTIES (attach list of duties if available): \_\_\_\_\_

---



---



---



---

\*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE	DATE	LIMITED DUTY SUPERVISOR	DATE
DEPARTMENT DISABILITY COORDINATOR		DATE	

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,  
Department Personnel Section  
AK 143

**PUBLIC EMPLOYEES UNION LOCAL ONE**

**SUBJECT INDEX**

Accrual During Leave Without Pay (Sick Leave)..... 48  
Accrual During Leave Without Pay (Vacation Leave) ..... 39  
Administration of Sick Leave ..... 42  
Adoption ..... 98  
Advance Notice ..... 8  
Agency Shop ..... 4  
Aggregate Use for Spouses ..... 54  
Agriculture – Animal Services Unit ..... 99  
Americans with Disabilities Act (ADA) ..... 9  
Anniversary Dates ..... 12  
Assignment of Classes to Bargaining Units ..... 8  
Attendance at Meetings ..... 9  
Automated Time Keeping Implementation ..... 20  
  
Bilingual Pay ..... 83  
Bridged Service Time ..... 39  
Building Trades Unit ..... 104  
  
Call Back Time ..... 23  
Canine Inspection Program (Agriculture Department) ..... 100  
Catastrophic Leave Bank ..... 48  
Charge for Use of Home Garaged County Vehicle ..... 87  
Child Care ..... 68  
Coerced Resignations ..... 75  
Communicating With Employees ..... 7  
Community Services Bureau Unit ..... 107  
Commuter Benefit Program ..... 87  
Computer Vision Care (CVC) Users Eye Exam ..... 85  
Compensation Complaints ..... 82  
Compensation for Loss or Damage to Personal Property ..... 89  
Compensation for Portion of Month ..... 13  
Compensatory Time ..... 20  
Competitive Exam ..... 71  
Constructive Resignation ..... 74  
Coverage During Absences ..... 68  
Credits to and Charges Against Sick Leave ..... 39  
  
Days and Hours of Work ..... 19  
Deferred Compensation – Special Benefits ..... 17  
Deferred Compensation – Loan Provisions ..... 18  
Dependent Care Assistance Program ..... 67  
Detention Facility Meals ..... 90  
Disability ..... 44  
Dismissal, Suspension, Temporary Reduction In Pay, and Demotion ..... 75



Dual Coverage .....	65
Dues Deduction.....	4
Dues Form .....	6
Duration of Agreement.....	99
Effective Resignation .....	74
Employee Representation Rights.....	78
Entrance Salary.....	12
Expedited Board of Adjustment (Step 5).....	80
Fair Labor Standards Act Provisions.....	99
Family Care Leave or Medical Leave.....	54
Family Member Eligibility Criteria .....	64
Flexible Staffing.....	88
Furlough Days Without Pay (VTO).....	53
General Wages .....	11
Grievance Procedure .....	78
Group Health Plan Coverage .....	56
Harassment.....	91
Hazard Pay .....	92
Health Benefit Coverage for Employees Not Otherwise Covered.....	68
Health Care Oversight Committee .....	68
Health Care Spending Account.....	67
Health Examination .....	93
Health Plan Coverages .....	59
Health Plan Coverages and Provisions.....	63
Health Savings Account .....	67
Holiday and Compensatory Time Provisions .....	34
Holidays .....	29
Increments Within Range.....	13
Investigative Unit.....	111
Jury Duty .....	58
Layoff During Probation .....	70
Layoff Notice .....	28
Length of Suspension .....	77
Leave of Absence .....	52
Leave of Absence Replacement and Reinstatement.....	57
Leave of Absence Return.....	57
Leave Without Pay.....	52
Leave Without Pay – Use of Accruals.....	56
Length of Service Definition (For Service Awards and Vacation Accruals).....	91
Library Unit.....	111
Life Insurance Benefit Under Health and Dental Plans.....	66
Lump Sum.....	11
Lunch Period.....	93

Maintenance of Membership.....	6
Merit Board.....	82
Medical, Dental, & Life Insurance .....	59
Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016 .....	65
Mileage.....	87
Military Leave .....	53
Monthly Premium Subsidy.....	60
No Discrimination/Americans With Disabilities Act (ADA).....	9
On-Call Duty.....	23
Open Exam .....	71
Overtime.....	20
Overtime Compensatory Time .....	21
Partial Month.....	68
Part-Time Compensation .....	13
Payment (Pay Warrants).....	17
Pay for Work in Higher Classification.....	16
Pay Warrant Errors .....	87
Performance Evaluation Procedures .....	85
Permanent-Intermittent Employee Special Pays and Benefits.....	91
Permanent Part-Time Employee Benefits.....	91
Personnel Files .....	88
Personnel Management Regulations .....	98
PERS Long-Term Care .....	67
Policies Governing the Use of Paid Sick Leave .....	40
Position Reclassification .....	13
Pregnancy Disability Leave .....	56
Premium Conversion Plan .....	67
Probationary Period .....	69
Permanent-Intermittent Employees.....	35
Promotion.....	71
Promotion Policy .....	71
Promotion via Reclassification Without Examination .....	71
Rate Information.....	68
Reassignment Due to Layoff or Displacement.....	73
Reassignment of Laid Off Employees.....	29
Reassignment of Work Location .....	73
Rehabilitation Program.....	48
Reimbursement for Meal Expenses .....	90
Reinstatement From Family Care/Medical Leave .....	57
Reimbursement for Use of Personal Vehicle .....	87
Rejection During Probation .....	69
Rejection During Probation of Layoff Employee.....	71
Release Time for Examinations .....	72
Release Time for Physical Examination.....	72

Resignations .....	74
Rest Breaks.....	93
Retirement Benefit (Non-Safety) .....	83
Retirement Contribution .....	83
Retirement Coverage .....	61
Revocation .....	75
Safety in the Workplace .....	99
Safety Shoes and Prescription Safety Eyeglasses .....	84
Salaries .....	11
Salary on Involuntary Demotion .....	15
Salary on Promotion.....	14
Salary on Transfer.....	15
Salary on Voluntary Demotion.....	15
Salary Reallocation & Salary on Reallocation .....	14
Salary Review While on Leave of Absence .....	57
Scope of Agreement .....	98
Section 18 of 1977-79 MOU.....	9
Seniority Credits .....	72
Separability of Provisions .....	98
Separation Through Layoff.....	25
Service Awards .....	90
Shift Differential.....	23
Shop Stewards & Official Representatives.....	9
Sick Leave.....	39
Skelly Requirements .....	79
Special Employment Lists .....	28
State Disability Insurance (SDI) .....	50
Straight Time Pay and Straight Time Compensatory Time .....	22
Strike/Work Stoppage .....	82
Sufficient Cause for Action.....	75
Temporary Employees .....	93
Time Reporting/Time Stamping .....	20
Training Reimbursement.....	84
Transfer & Reassignment .....	72
Transfer Policy .....	73
Unauthorized Absence .....	58
Union Notification .....	82
Union Recognition.....	4
Union Representatives.....	10
Union Security.....	4
Union-Sponsored Training Programs.....	10
Unit Items .....	99
Use of County Buildings.....	7

Vacation Accrual Rates .....	36
Vacation Allowance .....	35
Vacation Allowance for Separated Employees .....	39
Vacation Leave .....	35
Vacation Leave on Reemployment From a Layoff List.....	36
Vacation Preference.....	39
Voluntary Vision Plan .....	67
Withdrawal of Membership.....	6
Witness Duty.....	59
Workers' Compensation.....	46
Workforce Reduction .....	24
Workforce Reduction/Layoff/Reassignment.....	24
Written Statement for New Employees .....	8

**PUBLIC EMPLOYEES UNION LOCAL ONE**

**SUBJECT INDEX**

Accrual During Leave Without Pay (Sick Leave)..... 48  
Accrual During Leave Without Pay (Vacation Leave) ..... 39  
Administration of Sick Leave ..... 42  
Adoption ..... 98  
Advance Notice ..... 8  
Agency Shop ..... 4  
Aggregate Use for Spouses ..... 54  
Agriculture – Animal Services Unit ..... 99  
Americans with Disabilities Act (ADA) ..... 9  
Anniversary Dates ..... 12  
Assignment of Classes to Bargaining Units ..... 8  
Attendance at Meetings ..... 9  
Automated Time Keeping Implementation ..... 20  
  
Bilingual Pay ..... 83  
Bridged Service Time ..... 39  
Building Trades Unit ..... 104  
  
Call Back Time ..... 23  
Canine Inspection Program (Agriculture Department) ..... 100  
Catastrophic Leave Bank ..... 48  
Charge for Use of Home Garaged County Vehicle ..... 87  
Child Care ..... 68  
Coerced Resignations ..... 75  
Communicating With Employees ..... 7  
Community Services Bureau Unit ..... 107  
Commuter Benefit Program ..... 87  
Computer Vision Care (CVC) Users Eye Exam ..... 85  
Compensation Complaints ..... 82  
Compensation for Loss or Damage to Personal Property ..... 89  
Compensation for Portion of Month ..... 13  
Compensatory Time ..... 20  
Competitive Exam ..... 71  
Constructive Resignation ..... 74  
Coverage During Absences ..... 68  
Credits to and Charges Against Sick Leave ..... 39  
  
Days and Hours of Work ..... 19  
Deferred Compensation – Special Benefits ..... 17  
Deferred Compensation – Loan Provisions ..... 18  
Dependent Care Assistance Program ..... 67  
Detention Facility Meals ..... 90  
Disability ..... 44  
Dismissal, Suspension, Temporary Reduction In Pay, and Demotion ..... 75

Dual Coverage .....	65
Dues Deduction.....	4
Dues Form .....	6
Duration of Agreement.....	99
Effective Resignation .....	74
Employee Representation Rights.....	78
Entrance Salary.....	12
Expedited Board of Adjustment (Step 5).....	80
Fair Labor Standards Act Provisions.....	99
Family Care Leave or Medical Leave.....	54
Family Member Eligibility Criteria .....	64
Flexible Staffing.....	88
Furlough Days Without Pay (VTO).....	53
General Wages .....	11
Grievance Procedure .....	78
Group Health Plan Coverage .....	56
Harassment.....	91
Hazard Pay .....	92
Health Benefit Coverage for Employees Not Otherwise Covered.....	68
Health Care Oversight Committee .....	68
Health Care Spending Account.....	67
Health Examination .....	93
Health Plan Coverages .....	59
Health Plan Coverages and Provisions.....	63
Health Savings Account .....	67
Holiday and Compensatory Time Provisions .....	34
Holidays .....	29
Increments Within Range.....	13
Investigative Unit.....	111
Jury Duty .....	58
Layoff During Probation .....	70
Layoff Notice .....	28
Length of Suspension .....	77
Leave of Absence .....	52
Leave of Absence Replacement and Reinstatement.....	57
Leave of Absence Return.....	57
Leave Without Pay.....	52
Leave Without Pay – Use of Accruals.....	56
Length of Service Definition (For Service Awards and Vacation Accruals).....	91
Library Unit.....	111
Life Insurance Benefit Under Health and Dental Plans.....	66
Longevity Pay.....	11
Lump Sum.....	11
Lunch Period.....	93

Maintenance of Membership.....	6
Merit Board.....	82
Medical, Dental, & Life Insurance .....	59
Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016 .....	65
Mileage.....	87
Military Leave .....	53
Monthly Premium Subsidy.....	60
No Discrimination/Americans With Disabilities Act (ADA).....	9
On-Call Duty.....	23
Open Exam .....	71
Overtime.....	20
Overtime Compensatory Time .....	21
Partial Month.....	68
Part-Time Compensation .....	13
Payment (Pay Warrants).....	17
Pay for Work in Higher Classification .....	16
Pay Warrant Errors .....	87
Performance Evaluation Procedures .....	85
Permanent-Intermittent Employee Special Pays and Benefits.....	91
Permanent Part-Time Employee Benefits.....	91
Personnel Files .....	88
Personnel Management Regulations .....	98
PERS Long-Term Care .....	67
Policies Governing the Use of Paid Sick Leave .....	40
Position Reclassification .....	13
Pregnancy Disability Leave .....	56
Premium Conversion Plan .....	67
Probationary Period .....	69
Permanent-Intermittent Employees.....	35
Promotion.....	71
Promotion Policy .....	71
Promotion via Reclassification Without Examination .....	71
Rate Information.....	68
Reassignment Due to Layoff or Displacement.....	73
Reassignment of Laid Off Employees.....	29
Reassignment of Work Location .....	73
Rehabilitation Program.....	48
Reimbursement for Meal Expenses .....	90
Reinstatement From Family Care/Medical Leave .....	57
Reimbursement for Use of Personal Vehicle .....	87
Rejection During Probation .....	69
Rejection During Probation of Layoff Employee.....	71
Release Time for Examinations .....	72
Release Time for Physical Examination.....	72

Resignations .....	74
Rest Breaks.....	93
Retirement Benefit (Non-Safety) .....	83
Retirement Contribution .....	83
Retirement Coverage .....	61
Revocation .....	75
Safety in the Workplace .....	99
Safety Shoes and Prescription Safety Eyeglasses .....	84
Salaries .....	11
Salary on Involuntary Demotion .....	15
Salary on Promotion.....	14
Salary on Transfer.....	15
Salary on Voluntary Demotion.....	15
Salary Reallocation & Salary on Reallocation .....	14
Salary Review While on Leave of Absence .....	57
Scope of Agreement .....	98
Section 18 of 1977-79 MOU.....	9
Seniority Credits .....	72
Separability of Provisions .....	98
Separation Through Layoff.....	25
Service Awards .....	90
Shift Differential.....	23
Shop Stewards & Official Representatives.....	9
Sick Leave.....	39
Skelly Requirements .....	79
Special Employment Lists .....	28
State Disability Insurance (SDI) .....	50
Straight Time Pay and Straight Time Compensatory Time .....	22
Strike/Work Stoppage .....	82
Sufficient Cause for Action.....	75
Temporary Employees .....	93
Time Reporting/Time Stamping .....	20
Training Reimbursement.....	84
Transfer & Reassignment .....	72
Transfer Policy .....	73
Unauthorized Absence .....	58
Union Notification .....	82
Union Recognition.....	4
Union Representatives.....	10
Union Security.....	4
Union-Sponsored Training Programs.....	10
Unit Items .....	99
Use of County Buildings.....	7



Vacation Accrual Rates .....	36
Vacation Allowance .....	35
Vacation Allowance for Separated Employees .....	39
Vacation Leave .....	35
Vacation Leave on Reemployment From a Layoff List.....	36
Vacation Preference.....	39
Voluntary Vision Plan .....	67
Wages.....	11
Withdrawal of Membership.....	6
Witness Duty .....	59
Workers' Compensation.....	46
Workforce Reduction .....	24
Workforce Reduction/Layoff/Reassignment.....	24
Written Statement for New Employees .....	8

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND**  
**PUBLIC EMPLOYEES UNION, LOCAL ONE**  
**CSB – SITE SUPERVISOR UNIT**



**JULY 1, 2016 – JUNE 30, 2019**

**PUBLIC EMPLOYEES UNION, LOCAL ONE  
CSB - SITE SUPERVISOR UNIT**

**TABLE OF CONTENTS**

<b><u>SECTION 1</u></b>	<b><u>RECOGNITION</u></b> .....	4
<b><u>SECTION 2</u></b>	<b><u>UNION SECURITY</u></b>	
2.1	Dues Deduction .....	4
2.2	Maintenance of Membership.....	4
2.3	Union Dues Form.....	4
2.4	Withdrawal of Membership .....	5
2.5	Agency Shop.....	5
2.6	Communicating With Employees .....	7
2.7	Use of County Buildings.....	7
2.8	Advance Notice .....	8
2.9	Assignment of Classes to Bargaining Units .....	8
2.10	Written Statement for New Employees .....	9
2.11	Additional Information .....	9
<b><u>SECTION 3</u></b>	<b><u>NO DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA)</u></b> .....	9
<b><u>SECTION 4</u></b>	<b><u>OFFICIAL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings .....	9
4.2	Union Representatives.....	10
4.3	Release Time for Training.....	10
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	General Wages .....	11
5.2	Entrance Salary .....	12
5.3	Certification Rule.....	12
5.4	Anniversary Dates.....	12
5.5	Increments Within Range.....	13
5.6	Compensation for Portion of Month .....	13
5.7	Position Reclassification .....	13
5.8	Salary Reallocation Salary on Reallocation .....	14
5.9	Salary on Promotion .....	14
5.10	Salary on Involuntary Demotion .....	15
5.11	Salary on Voluntary Demotion .....	15
5.12	Transfer.....	15
5.13	Pay for Work in Higher Classification.....	15
5.14	Payment.....	16
5.15	Pay Warrant Errors .....	17

<b><u>SECTION 6</u></b>	<b><u>DAYS &amp; HOURS OF WORK</u></b>	
6.1	Regular Work Schedule .....	17
6.2	Workweek For Employees on Regular Work Schedule .....	17
6.3	Automated Timekeeping Implementation .....	18
6.4	Time Reporting/Time Stamping .....	18
<b><u>SECTION 7</u></b>	<b><u>ANNUAL ADMINISTRATIVE LEAVE</u></b> .....	18
<b><u>SECTION 8</u></b>	<b><u>SECTION INTENTIONALLY LEFT BLANK</u></b> .....	18
<b><u>SECTION 9</u></b>	<b><u>WORKFORCE REDUCTION AND LAYOFF</u></b>	
9.1	Workforce Reduction .....	18
9.2	Separation Through Layoff .....	19
9.3	Notice .....	22
9.4	Special Employment Lists .....	22
9.5	Reassignment of Laid Off Employees.....	22
<b><u>SECTION 10</u></b>	<b><u>HOLIDAYS</u></b>	
10.1	Holidays Observed.....	23
10.2	Floating Holidays.....	23
10.3	Holiday is NOT Worked and Holiday Falls on Regularly Scheduled Work Day.....	23
<b><u>SECTION 11</u></b>	<b><u>VACATION LEAVE</u></b>	
11.1	Vacation Allowance.....	24
11.2	Vacation Accrual Rates.....	24
11.3	Accrual During Leave Without Pay .....	26
11.4	Vacation Allowance for Separated Employees .....	26
11.5	Vacation Buy Back.....	26
<b><u>SECTION 12</u></b>	<b><u>SICK LEAVE</u></b>	
12.1	Purpose of Sick Leave .....	27
12.2	Credits To & Charges Against Sick Leave .....	27
12.3	Policies Governing Use of Paid Sick Leave .....	27
12.4	Administration of Sick Leave.....	30
12.5	Disability.....	31
12.6	Accrual During Leave Without Pay .....	33
12.7	Confidentiality of Information/Records .....	34
<b><u>SECTION 13</u></b>	<b><u>WORKERS' COMPENSATION &amp; CONTINUING PAY</u></b>	
13.1	Workers' Compensation.....	34
13.2	Waiting Period.....	34
13.3	Continuing Pay.....	34
13.4	Physician Visits .....	35
13.5	Applicable Pay Beyond One Year .....	35
13.6	Rehabilitation Integration .....	35
13.7	Health Insurance .....	35

<b><u>SECTION 14</u></b>	<b><u>STATE DISABILITY INSURANCE (SDI)</u></b>	
14.1	General Provisions.....	35
14.2	Procedures.....	36
14.3	Method of Integration.....	36
14.4	Definition.....	37
14.5	Election and Practice.....	37
<b><u>SECTION 15</u></b>	<b><u>CATASTROPHIC LEAVE BANK</u></b>	
15.1	Program Design.....	37
15.2	Operation.....	37
<b><u>SECTION 16</u></b>	<b><u>LEAVE OF ABSENCE</u></b>	
16.1	Leave Without Pay.....	39
16.2	General Administration - Leaves of Absence.....	39
16.3	Furlough Days Without Pay.....	40
16.4	Military Leave.....	40
16.5	Family Care Leave or Medical Leave.....	41
16.6	Certification.....	41
16.7	Intermittent Use of Leave.....	41
16.8	Aggregate Use for Spouse.....	41
16.9	Definitions.....	41
16.10	Pregnancy Disability Leave.....	43
16.11	Group Health Plan Coverage.....	43
16.12	Leave Without Pay – Use of Accruals.....	43
16.13	Leave of Absence Replacement and Reinstatement.....	44
16.14	Reinstatement From Family Care Medical Leave.....	44
16.15	Salary Review While on Leave of Absence.....	44
16.16	Unauthorized Absence.....	44
<b><u>SECTION 17</u></b>	<b><u>JURY DUTY AND WITNESS DUTY</u></b>	
17.1	Jury Duty.....	45
17.2	Witness Duty.....	45
<b><u>SECTION 18</u></b>	<b><u>PROBATIONARY PERIOD</u></b> .....	46
<b><u>SECTION 19</u></b>	<b><u>PROMOTION</u></b>	
19.1	Competitive Examination.....	46
19.2	Promotion Policy.....	47
19.3	Open Exams.....	47
<b><u>SECTION 20</u></b>	<b><u>VACANCIES AND REASSIGNMENT</u></b>	
20.1	Reassignment of Work Location.....	47
20.2	Vacancies.....	47
<b><u>SECTION 21</u></b>	<b><u>RESIGNATIONS</u></b>	
21.1	Resignation in Good Standing.....	47
21.2	Constructive Resignation.....	47
21.3	Effective Resignation.....	48
21.4	Revocation.....	48
21.5	Coerced Resignations.....	48

<b><u>SECTION 22</u></b>	<b><u>DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION</u></b>	
22.1	Sufficient Cause for Action.....	49
22.2	Skelly Requirements .....	50
22.3	Employee Response .....	50
22.4	Leave Pending Employee Response .....	51
22.5	Length of Suspension .....	51
22.6	Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion .....	51
22.7	Employee Representation Rights.....	51
<b><u>SECTION 23</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
23.1	Definition and Procedure .....	52
23.2	Step 5. Expedited Board of Adjustment .....	53
23.3	Scope of Arbitration Decisions, and Expedited Board of Adjustment .....	55
23.4	Time Limits.....	55
23.5	Union Notification .....	55
23.6	Compensation Complaints .....	55
23.7	Strike/Work Stoppage .....	56
23.8	Merit Board .....	56
23.9	Filing by Union .....	56
23.10	Disqualification from Taking an Exam.....	56
23.11	Letters of Reprimand .....	56
<b><u>SECTION 24</u></b>	<b><u>SPECIAL PROVISIONS</u></b>	
24.1	Longevity Pay.....	56
24.2	Deferred Compensation Incentive.....	56
24.3	Training .....	59
24.4	Professional Development Reimbursement.....	59
24.5	Management Life Insurance .....	59
24.6	Safety Committee .....	59
<b><u>SECTION 25</u></b>	<b><u>BILINGUAL PAY DIFFERENTIAL</u></b> .....	59
<b><u>SECTION 26</u></b>	<b><u>MEDICAL, DENTAL, &amp; LIFE INSURANCE</u></b>	
26.1	Health Plan Coverages .....	60
26.2	Monthly Premium Subsidy .....	60
26.3	Retirement Coverage .....	62
26.4	Health Plan Coverages and Provisions.....	64
26.5	Family Member Eligibility Criteria .....	64
26.6	Dual Coverage .....	65
26.7	Medical Plan Cost-Sharing with Active EE's on and after 7/1/16 ..	66
26.8	Life Insurance Benefit Under Health and Dental Plans.....	67
26.9	Supplemental Life Insurance .....	67
26.10	Health Care Spending Account.....	67
26.11	PERS Long-Term Care .....	67
26.12	Voluntary Vision Plan.....	67

26.13	Health Savings Account.....	68
26.14	Dependent Care Assistance Program.....	68
26.15	Premium Conversion Plan .....	68
26.16	Prevailing Section .....	68
26.17	Rate Information .....	68
26.18	Partial Month.....	68
26.19	Coverage During Absences .....	69
26.20	Child Care .....	69
26.21	Health Benefit Coverage for Employees Not Otherwise Covered.	69
<b><u>SECTION 27</u></b>	<b><u>MILEAGE</u></b>	
27.1	Reimbursement for Use of Personal Vehicle .....	69
27.2	Commuter Benefit Program .....	69
<b><u>SECTION 28</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
28.1	Contribution.....	70
28.2	Retirement Benefit Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013 .....	70
<b><u>SECTION 29</u></b>	<b><u>PERSONNEL FILES</u></b> .....	70
<b><u>SECTION 30</u></b>	<b><u>SERVICE AWARDS</u></b> .....	71
<b><u>SECTION 31</u></b>	<b><u>ADOPTION</u></b> .....	71
<b><u>SECTION 32</u></b>	<b><u>SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS</u></b>	
32.1	Scope of Agreement .....	71
32.2	Separability of Provisions.....	71
32.3	Personnel Management Regulations .....	72
32.4	Duration of Agreement.....	72

**ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PUBLIC EMPLOYEES UNION, LOCAL ONE  
CSB - SITE SUPERVISOR UNIT**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of the Contra Costa County Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.



## **DEFINITIONS**

---

### **DEFINITIONS**

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

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

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

**County:** Contra Costa County.

**Demotion:** The change of an employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under "Transfer" or as otherwise provided for in this MOU, or in the Personnel Management Regulations.

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

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

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

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

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

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

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

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues. Project employees are not covered by the Merit System.

**Promotion:** The change of an employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under "Transfer" or as otherwise provided for in this MOU, or in the Personnel Management Regulations.

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

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

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

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

**Temporary Employment:** Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

**Union:** Public Employees Union, Local One

## **SECTION 1 - RECOGNITION**

---

### **SECTION 1 - RECOGNITION**

The Union is the formally recognized employee organization for the Community Services Bureau – Site Supervisor Unit. The Union has been certified as such, pursuant to Chapter 34-12 of Contra Costa County Board of Supervisors' Resolution 81/1165. Represented classes in this unit are:

Site Supervisor I – Project (CJH2)  
Site Supervisor II – Project (CJG1)  
Site Supervisor III – Project (CJF1)

### **SECTION 2 - UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Board 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 members in its unit.

**2.2 Maintenance of Membership.** All employees in the Community Services Bureau - Site Supervisor Unit, represented by the Union, who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4 – Withdrawal of Membership.

**2.3 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union Dues Authorization Card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision, not to become a member of the Union, must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, s/he shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into an MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee, within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of

## **SECTION 2 - UNION SECURITY**

said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.4 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1 and August 31, any employee assigned to a classification in the CSB Site Supervisor Unit may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1st; discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

### **2.5 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
  - 1. Become and remain a member of the Union or;
  - 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
  - 3. Do both of the following:
    - a. Execute a written declaration that the employee is a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described in Section 2.5.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and

## **SECTION 2 - UNION SECURITY**

---

as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

- D. The provisions of Section 2.5.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.
- E. Annually, the Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.5.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.2 and 2.4 shall apply to dues-paying members of the Union.

## **SECTION 2 - UNION SECURITY**

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- a. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- b. there is no additional cost to the County;
- c. it does not interfere with normal County operations;
- d. employees in attendance are not on duty and are not

## **SECTION 2 - UNION SECURITY**

---

scheduled for duty;

- e. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings such as desks, chairs, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Assignment of Classes to Bargaining Units.** The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new Class in one or more existing representation units, and within a reasonable period of time, shall notify all recognized employee organizations of his or her determination.
- B. Final Determination. This determination is final unless, within ten (10) days after notification, a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. The Labor Relations Manager shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in Subsection B, unless otherwise mutually agreed. Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to

## **SECTION 3 - NO DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA)**

---

those in Subsections (d) through (i) of Section 34-12.008 of Board Resolution 81/1165.

**2.10 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification in the bargaining unit, noting that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information that has been supplied by the Union and approved by the County. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

**2.11 Additional Information.** Upon written request by the Union and no more than two times per year, the Department shall provide a list of the names and classifications of employees that are members of this representation unit.

### **SECTION 3 - NO DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA)**

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; 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 solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position, or from carrying out the duties of the position safely.

The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the Americans with Disabilities Act (ADA) which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the ADA.

### **SECTION 4 - OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:



## **SECTION 4 - OFFICIAL REPRESENTATIVES**

---

- a. If their attendance is required by the County at a specific meeting;
- b. If their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. if their attendance is required for meeting(s) scheduled at reasonable times, agreeable to all parties, and required to address appeals filed pursuant to Section 23 – Grievance Procedure of this MOU;
- d. they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance – provided the meetings are scheduled at reasonable times agreeable to all parties;
- e. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head or his designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.
- f. Union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting).

**4.2 Union Representatives.** Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed one (1) without prior approval of the Employee Relations Officer or his/her designee, and that advance arrangements for the time away from the work station or assignment are made with the appropriate department head or designee.

**4.3 Release Time for Training.** The County shall provide a maximum of sixteen (16) total hours per year of release time for official representatives of the Union to attend Union-sponsored training programs.

Requests for release time shall be provided in writing to the Employee Relations Officer or his/her designee at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

**SECTION 5 – SALARIES**

**5.1 General Wages.** Because employees in the Community Services Bureau Site Supervisors Unit receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

- A. Effective the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).

No later than November 1, 2017, or within thirty (30) days of the County's receipt of notice concerning the amount of State and Federal grant funding for Community Services Bureau programs for the following calendar year, the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.

- B. Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid lump sum ratification payments of one thousand dollars (\$1000). Permanent part-time employees, including project employees, who meet all of the following criteria will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1000) by the employee's approved position hours (for example:  $\$1000 \times (20/40) = \$500$ ).
2. Permanent-Intermittent Employees. Permanent-intermittent employees who meet all the following criteria will be paid a lump sum ratification payment of two hundred dollars (\$200).

Criteria: The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

3. Temporary and per diem employees are not eligible for the ratification payment.
4. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and

## **SECTION 5 – SALARIES**

---

retirement.

**5.2 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of the position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

**5.3 Certification Rule.**

- A. Open Employment List. On each request for personnel from an open employment list, ten (10) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from an open employment list shall be equal to the number of positions to be filled plus nine (9).
- B. Promotional Employment List. On each request for personnel from a promotional employment list, five (5) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from a promotional employment list shall be equal to the number of positions to be filled plus four (4).

**5.4 Anniversary Dates.** Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service; provided however, if an employee began work on the first regularly scheduled workday of the month, the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date,

## **SECTION 5 – SALARIES**

---

classification and step, and who then successfully completes the required probationary period.

**5.5 Increments Within Range.** The performance of each employee, except employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 – Anniversary Dates, to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary, such date to be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary, the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

## **SECTION 5 – SALARIES**

---

### **5.8 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, above, or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.9 – Salary on Promotion.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.11 – Salary on Voluntary Demotion, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from

## **SECTION 5 – SALARIES**

the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12 - Transfer, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.11 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.12 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

**5.13 Pay for Work in Higher Classification.** When an employee in this representation unit is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

## **SECTION 5 – SALARIES**

---

- a. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been established and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.
- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential) accruing to the employee in his/her regular position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her regular classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

**5.14 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

## **SECTION 6 – DAYS AND HOURS OF WORK**

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.15 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

## **SECTION 6 – DAYS AND HOURS OF WORK**

**6.1 Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

**6.2 Workweek For Employees on Regular Work Schedule:** For employees who work the regular work schedule, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.



## **SECTION 7 – ANNUAL ADMINISTRATIVE LEAVE**

**6.3 Automated Timekeeping Implementation:** The Union agrees to the implementation of an Automated Timekeeping System.

**6.4 Time Reporting/Time Stamping:** Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

## **SECTION 7 – ANNUAL ADMINISTRATIVE LEAVE**

Site Supervisors shall continue to be credited with sixty (60) hours of paid administrative leave each January 1st. This leave time is non-accruable and all balances will be zeroed-out effective December 31, each year. Employees hired after January 1 shall have such leave prorated based upon position hours.

This administrative leave is provided in recognition of those situations when Site Supervisors are expected to work additional hours without receiving overtime pay, such as when responding to emergencies, attending various meetings and administering the program.

## **SECTION 8 –SECTION INTENTIONALLY LEFT BLANK**

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

**9.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team program (TET) to:
1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- G. When it appears to the Department Head and/or Employee Relations Officer or his/her designee that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Employee Relations Officer or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

### **9.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off, full time employee may displace an employee in the department having less seniority in the same class who occupies a permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had completed probation in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

---

displace within the department and in the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

### **D. Particular Rules on Displacing.**

1. Permanent part-time employees may displace only employees holding positions of the same type respectively.
2. A full time employee may displace any part-time employee with less seniority 1) in the same class or, 2) in a class of the same or lower salary level if no full time employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former full time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their full time employee seniority rights for layoff purposes only and may in a later layoff displace a full time employee with less seniority as provided in these rules.
4. It is understood that Project employees are not covered by the Merit System and that Project employees cannot displace Merit System employees.

### **E. Seniority.** An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five (5%) percent of the former class shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous regular County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a position within the period of layoff eligibility.

Approved leaves of absence as provided for in this MOU shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous regular County employment. If there remain ties seniority rights, such ties shall be broken by counting total time in the department in regular employment. Any remaining ties shall be broken by random selection among the employees involved.

### **F. Eligibility for Layoff List.** Whenever any person is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

name shall be placed on the layoff list for the class of positions from which that person has been removed.

- G. Order of Names on Layoff List. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous regular County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff and Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.
- I. Appointment of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff. Non-Merit employees will be required to meet all Merit System requirements when seeking appointment to a Merit System job.
- J. Removal of Names from Reemployment & Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

---

an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice mailed to the person's last known address.
  6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.
  7. However, if the first appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.
- K. Removal of Names from Reemployment and Layoff List. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list if the eligible fails to respond within five (5) days to a written notice mailed to the person's last known address.

**9.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**9.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**9.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full time to part-time status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or

## **SECTION 10 – HOLIDAYS**

increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

### **SECTION 10 – HOLIDAYS**

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

January 1st, known as New Year's Day  
Third Monday in January, known as Dr. Martin Luther King, Jr. Day  
Third Monday in February, known as President's Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
Fourth Thursday in November, known as Thanksgiving Day  
Friday after Thanksgiving Day  
December 25th, known as Christmas Day

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

**10.2 Floating Holidays.** All employees shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments and may not be rounded. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, the employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

**10.3 Holiday is NOT Worked and Holiday Falls on Regularly Scheduled Work Day:**

**A. Holidays Observed – Full-Time Employees:** Full-time employees on the regular work schedule are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

For employees who work in twenty-four (24) hour facilities and are assigned to rotating shifts, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

**SECTION 11 - VACATION LEAVE**

**B. Holidays Observed – Part-Time Employees:** Part-time employees are entitled to observe a holiday in the same ratio as the number of hours the part-time employee’s weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.

**SECTION 11 - VACATION LEAVE**

**11.1 Vacation Allowance.** Employees covered by this agreement are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5 of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

**11.2 Vacation Accrual Rates.** Employees shall accrue vacation credit as follows:

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

**A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

**Example:**

1. The employee’s Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.

## **SECTION 11 - VACATION LEAVE**

3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

### **B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.



## **SECTION 11 - VACATION LEAVE**

---

4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

**C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

**11.3 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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

### **11.5 Vacation Buy Back.**

Employees may elect payment of up to one-third ( $\frac{1}{3}$ ) of their annual vacation accrual, subject to the following conditions:

- (1) the choice can be made only once in each calendar year;
- (2) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and
- (3) the maximum number of hours that may be paid in any calendar year is one-third ( $\frac{1}{3}$ ) of the annual accrual.
- (4) employees promoted or hired by the County into any classification represented by Local 1 CSB on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by Local 1 CSB will retain that benefit after promoting into a classification represented by Local 1 CSB.

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

**SECTION 12 - SICK LEAVE**

**12.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**12.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if re-employed in a regular position within the period of layoff eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

**12.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: Sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or

## **SECTION 12 - SICK LEAVE**

---

verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
  
- G. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
  
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
  
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.

## **SECTION 12 - SICK LEAVE**

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 12.3.h - Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

## **SECTION 12 - SICK LEAVE**

---

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**12.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. The following procedures apply:

A. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 12.4.a.

## **SECTION 12 - SICK LEAVE**

2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **12.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee or whom the appointing authority believes to be temporarily physically or mentally incapacitated for the performance of the employees' duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

## **SECTION 12 - SICK LEAVE**

---

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. a statement of the leave of absence or suspension proposed;
  2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
  3. a statement of the basis upon which the action is being taken;
  4. a statement that the employee may review the materials upon which the action is taken;
  5. a statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.

## **SECTION 12 - SICK LEAVE**

- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to a Disability Review Arbitrator.
- J. In the event of an appeal to the Disability Review Arbitrator, the employee has the burden of proof to show that either:
  1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### **Scope of the Arbitrator's Review.**

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- L. It is understood that the benefits specified in Section 12 – Sick Leave, and Section 13 – Workers' Compensation and Continuing Pay, shall be coordinated with the rehabilitation program as determined by the labor-management committee.

**12.6 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.



## **SECTION 13 – WORKERS’ COMPENSATION AND CONTINUING PAY**

**12.7 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## **SECTION 13 – WORKERS’ COMPENSATION AND CONTINUING PAY**

**13.1 Workers’ Compensation.** For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers’ Compensation shall be seventy-five percent (75%). If workers’ compensation benefits become taxable income, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

**13.2 Waiting Period.** There is a three (3) calendar day waiting period before workers’ compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period will be the first three (3) calendar days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee’s sick leave and/or vacation accruals. In order to qualify for workers’ compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

**13.3 Continuing Pay.** Eligible employees who are members of this representation unit shall receive the appropriate percentage of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers’ Compensation Laws of California. “Compensable temporary disability absence” for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers’ Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers’ compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers’ compensation benefits as prescribed by workers’ compensation laws. All

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

**13.4 Physician Visits.** Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off - up to three (3) hours - for such treatment, without loss of pay or benefits provided the employee notifies his supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

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

**13.6 Health Insurance.** The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with workers' compensation benefits.

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

### **14.1 General Provisions.**

Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of their SDI application in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

**14.2 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

**14.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

$$L = [(S-D) \div S] \times 8$$

S = Employee Base Monthly Salary  
H = Estimated Highest Quarter (3-mos)

$$\text{Earnings } [H = S \times 3]$$

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table  
C = Calendar Days in each Month  
D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]  
L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

**14.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**14.5 Election and Practice.** Upon election by the membership, all employees in this representation unit shall participate in the State Disability Insurance Program. The aforementioned benefits will then be administered in the same fashion as other Local One units within the County and pursuant to the practice established by the County.

### **SECTION 15 – CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

**15.2 Operation.** The plan will be administered under the direction of the Human Resources Director. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must be a member of this representation unit, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donations from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard one hundred seventy three and thirty three hundredths (173.33) basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

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

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 - LEAVE OF ABSENCE**

### **SECTION 16 - LEAVE OF ABSENCE**

**16.1 Leave Without Pay.** Any employee represented by this unit may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable State and Federal law.

**16.2 General Administration - Leaves of Absence.** Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
1. Illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. family care;
  4. to take a course of study such as will increase the employee's usefulness on return to the position;
  5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 16.5 below.
- E. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing

## **SECTION 16 - LEAVE OF ABSENCE**

---

authority. The Human Resources Department shall be notified promptly of such return.

- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**16.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 11.3 – Vacation Accrual During Leave Without Pay, Section 12.2 – Credits To and Charges Against Sick Leave, Section 12.6 – [Sick Leave] Accrual During Leave Without Pay, and Section 16.1 – [Leave of Absence] Leave Without Pay of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing Voluntary Time Off program shall be continued for the life of the contract.

**16.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable Federal or State laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

## **SECTION 16 - LEAVE OF ABSENCE**

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**16.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;  
or
- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**16.6 Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**16.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**16.8 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**16.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.



## **SECTION 16 - LEAVE OF ABSENCE**

---

- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by State and Federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. an estimate of the amount of time which the employee needs to render care or supervision;
  4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;

## **SECTION 16 - LEAVE OF ABSENCE**

4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

H. **Comparable Positions:** A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**16.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 12.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**16.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **16.12 Leave Without Pay - Use of Accruals.**

A. **All Leaves of Absence.** During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or State Disability Insurance/Sick Leave Integration under Section 14 – State Disability Insurance (SDI) or as provided in the sections below.

B. **Family Care or Medical Leave.** During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

## **SECTION 16 - LEAVE OF ABSENCE**

---

- C. **Leave of Absence/Long Term Disability (LTD) Benefit Coordination.** An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 12.3 - Policies Governing the Use of Paid Sick Leave.

**16.13 Leave of Absence Replacement and Reinstatement.** Any employee that is a member of this representation unit, who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of an employee, the provisions of Section 9 - Workforce Reduction and Layoff, shall apply.

**16.14 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**16.15 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**16.16 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

## **SECTION 17 – JURY DUTY AND WITNESS DUTY**

### **SECTION 17 – JURY DUTY AND WITNESS DUTY**

**17.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

- a. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
- b. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

**17.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g.,

## **SECTION 18 - PROBATIONARY PERIOD**

---

accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty.

## **SECTION 18 - PROBATIONARY PERIOD**

Appointments of employees within this representation unit, for original entrance and promotion, shall be subject to a probationary period commencing on the date of appointment. For original entrance appointments, the probationary period shall be nine (9) months in duration. For promotional appointments, the probationary period shall be six (6) months.

The probationary period shall not include time served in temporary or provisional appointments or any period of continuous leave of absence without pay or period of work-connected disability exceeding fifteen (15) calendar days. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A. If a clerical or administrative error delays a probationary report and it is determined that it was the intent of the appointing authority to retain the probationer, the employee affected will not suffer any loss of pay or benefits.

An employee rejected during the probation period from a position to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee who is laid off during probation, if reemployed in the same class by the department, shall be required to complete only the balance of the required probation. If reemployed in another classification, the employee shall serve a full probationary period.

During the probationary period, employees are subject to termination by the appointing authority without cause and without right of appeal or compliance with Section 22 – Dismissal, Suspension, Reduction in Pay, and Demotion, or Section 23 – Grievance Procedure, of this MOU.

## **SECTION 19 - PROMOTION**

**19.1 Competitive Examination.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

## **SECTION 20 – VACANCIES AND REASSIGNMENT**

**19.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**19.3 Open Exams.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

## **SECTION 20 – VACANCIES AND REASSIGNMENT**

**20.1 Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel. This provision applies to intradepartmental reassignments only. In no event shall reassignments be utilized for disciplinary purposes. Involuntary transfer or reassignment shall include a mandatory thirty (30) day notice.

**20.2 Vacancies.** The Department agrees to post all vacancies for at least seven (7) calendar days to provide employees the opportunity to express interest in, and apply for, said vacancies. The Department Head or designated representative shall make the sole determination as to assignment of personnel.

## **SECTION 21 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**21.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**21.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

## **SECTION 21 – RESIGNATIONS**

---

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. Five (5) more consecutive work days have elapsed since the County mailed a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**21.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 21.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources Director not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

**21.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

### **21.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal under the grievance procedure contained in Section 23 of the MOU, beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## ***SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION***

---

### **SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**22.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- a. Absence without leave.
- b. Conviction of any criminal act involving moral turpitude.
- c. Conduct tending to bring the County or Department into disrepute.
- d. Disorderly or immoral conduct.
- e. Incompetence or inefficiency.
- f. Insubordination.
- g. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- h. Neglect of duty (i.e. non-performance of assigned responsibilities).
- i. Negligent or willful damage to public property or waste of public supplies or equipment.
- j. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- k. Willful violation of any of the provisions of the County's ordinance or the Personnel Management Regulations.
- l. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- m. Misappropriation of County funds or property.
- n. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.



## **SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

- o. Dishonesty or theft.
- p. Excessive or unexcused absenteeism and/or tardiness.
- q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**22.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.
- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- c. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- d. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- e. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**22.3 Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing

## **SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

**22.4 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**22.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) calendar days unless ordered by an arbitrator or an adjustment board.

### **22.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee after having complied with the requirements of Section 22.2 where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 23 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

**22.7 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 23 - GRIEVANCE PROCEDURE**

---

### **SECTION 23 - GRIEVANCE PROCEDURE**

**23.1 Definition and Procedure.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 22.6 – Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion. Grievances will be processed in the following manner:

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head 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, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

## **SECTION 23 - GRIEVANCE PROCEDURE**

**Step 4 Mediation.** Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3.

This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5 Arbitration.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 23.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work 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 Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**23.2 Step 5. Expedited Board of Adjustment.** If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) union representatives from Public Employees Union, Local One, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Union and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a

## **SECTION 23 - GRIEVANCE PROCEDURE**

County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed will serve a six (6) month term so that Board member terms are staggered.

- b. The County and the Union (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### Procedures

- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Labor Relations staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.
- H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

## **SECTION 23 - GRIEVANCE PROCEDURE**

---

### **23.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may 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 under such dispute falls within the definition of a grievance as set forth in Subsection 23.1 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 or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

**23.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County 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.

**23.5 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.

**23.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until the MOU is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

## **SECTION 24 – SPECIAL PROVISIONS**

---

**23.7 Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### **23.8 Merit Board.**

- A. All Grievances of employees in representation units represented by the Union shall be processed under Section 23 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4 and 5 of Subsection 23.1 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

**23.9 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**23.10 Disqualification From Taking an Exam.** If disqualified from taking an examination, an employee may utilize the appeal process specified in the Personnel Management Regulations for employees disqualified from taking an examination.

**23.11 Letters of Reprimand.** Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3, unless said letters are used in a subsequent discharge, suspension or demotion of the employee.

## **SECTION 24 – SPECIAL PROVISIONS**

**24.1 Longevity Pay.** Employees at ten (10) years of appointed service for the County, shall be eligible to receive a two and one-half percent (2.5%) longevity differential.

### **24.2 Deferred Compensation Incentive.**

- A. The County shall contribute sixty dollars (\$60) per month to employees who participate in the County's Deferred Compensation Plan. To be eligible for this incentive, employees must contribute to the deferred compensation plan as indicated:

## SECTION 24 – SPECIAL PROVISIONS

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the sixty dollar (\$60) County supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal shall not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, shall not be required to reestablish eligibility.

**B. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).



## **SECTION 24 – SPECIAL PROVISIONS**

5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

- C. Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.

## **SECTION 25 – BILINGUAL PAY DIFFERENTIAL**

8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

**24.3 Training.** Full-time employees shall be eligible for career development training reimbursement not to exceed \$650 per fiscal year. Effective July 1, 2006 the reimbursement amount shall be increased to \$750 per fiscal year. The reimbursement of training expenses shall be governed by any Administrative Bulletins on Travel and/or Training and consistent with County and Department policies on Travel and/or Training.

**24.4 Professional Development Reimbursement.** Employees shall be eligible for reimbursement of up to \$525 for a two (2) year period beginning January 1, 2001 for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of computer hardware and software.

Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment.

**24.5 Management Life Insurance.** Employees shall be covered at County expense by term life insurance in the amount of forty-seven thousand dollars (\$47,000) in addition to the insurance provided under Section 26 – Health, Life and Dental Care.

**24.6 Safety Committee.** Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 25 – BILINGUAL PAY DIFFERENTIAL**

A monthly salary differential shall be paid to incumbents of positions requiring bilingual proficiency as designated by the Department Head and the Human Resources Director.

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

The differential shall be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month.

The differential shall be eighty dollars (\$80) per month. Effective January 1, 2007 the differential shall be increased to one hundred dollars (\$100) per month.

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

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

**26.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental
- E. DeltaCare (PMI)

Medical Plans:

All employees will have access to the following medical plans for the 2016 Plan Year:

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

All employees will have access to the following medical plans beginning in the 2017 Plan Year:

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18001 et seq.), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

### **26.2 Monthly Premium Subsidy:**

- A. For each medical and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

<b>Health &amp; Dental Plans</b>	<b>Employee</b>	<b>Employee +1 Dependent</b>	<b>Employee +2 or More Dependents</b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

The 2-tier premium structure in effect for the 2016 plan year will continue to apply to eligible retirees until such time as the County implements a 3-tier premium structure for a majority of all eligible County retirees participating in County health plans.

- B. If the County contracts with a medical and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that medical and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. **Joint Labor/Management Benefit Committee.** The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016 that will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 26 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

quarterly. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. If the Benefit Committee is selecting a replacement medical or dental plan, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association. The Union may begin participating in the Benefit Committee following ratification of this MOU.

### **26.3 Retirement Coverage:**

#### **A. Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 26.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

#### **B. Employees Who File For Deferred Retirement:** Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a.) above, as similarly situated retirees who did not defer retirement.
5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

---

- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 26.3 subparts (A),(B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 26.3 only, “eligible family members” does not include Survivors of employees or retirees.

**26.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee’s full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**26.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

**A. Health Insurance**

- 1. Eligible Dependents:
  - a. Employee’s Legal Spouse
  - b. Employee’s qualified domestic partner
  - c. Employee’s child to age 26
  - d. Employee’s Disabled Child who is:

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

- (1) over age 26,
  - i. Unmarried; and,
  - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's Disabled Child who is:
    - 1) Over age 19,
    - 2) Unmarried; and,
    - 3) Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
  - d. Delta Dental Only – Employee's unmarried child who is:
    - 1) Under age 19; or
    - 2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - e. Delta Care Only – Employee's child to age 26.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **26.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.



**SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

- B. All dependents, as defined in Section 26.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.
  
- C. For purposes of this Section 26.6 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**26.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.**

- A. The two-tier plan structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 26.2.A., above, will continue until such time as subsection 26.7.B., below, takes effect.
  
- B. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 26.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts plus any additional amounts in accordance with 26.7.C. below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$505.73	\$1,016.45	\$1,537.18
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- C. Beginning the month in which active employees begin receiving medical benefits in a three-tier plan, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase that is above the plan premium amounts for medical plans with three tiers that are listed in 26.7.D., below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 26.7.B., above, for medical plans.
  
- D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 26.7.C., above, the following are,

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

**26.8 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**26.9 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**26.10 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

**26.11 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**26.12 Voluntary Vision Plan:** Beginning no earlier than the 2017 plan year, active full-time project and active part-time project employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan.

## **SECTION 26 - MEDICAL, DENTAL, & LIFE INSURANCE**

---

The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.

**26.13 Health Savings Account:** Beginning no earlier than the 2017 plan year, active full-time project and active part-time project employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to permanent-intermittent employees.

**26.14 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**26.15 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**26.16 Prevailing Section:** To the extent that any provision of this Section (Section 26 - Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 26 - Health, Life & Dental Care) will prevail.

**26.17 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**26.18 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**26.19 Coverage During Absences.**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**26.20 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

**26.21 Health Benefit Coverage for Employees Not Otherwise Covered.** To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18001 et seq.). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

**SECTION 27 - MILEAGE**

**27.1 Reimbursement for Use of Personal Vehicle.** Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin No. 204 on Expense Reimbursement.

**27.2 Commuter Benefit Program.** Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

## **SECTION 28 – RETIREMENT CONTRIBUTION**

---

### **SECTION 28 – RETIREMENT CONTRIBUTION**

**28.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

### **28.2 Retirement Benefit Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013**

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

## **SECTION 29 – PERSONNEL FILES**

Employees shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall

## **SECTION 30 – SERVICE AWARDS**

be given to the employee who shall have the right to respond in writing to said documents.

The County shall provide an opportunity for the employee to respond in writing to any information that is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Employees have the right to review their official personnel files that are maintained in the Human Resources Department or by their department. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee.

## **SECTION 30 – SERVICE AWARDS**

Procedures and definitions relative to Service Awards shall be in accordance with Administrative Bulletin No. 410 - Service Recognitions and Awards.

## **SECTION 31 – ADOPTION**

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 32- SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

**32.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

**32.2 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

**SECTION 32- SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

---

invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

The Union understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**32.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provisions of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**32.4 Duration of Agreement.** This Agreement shall continue in full force and effect from July 1, 2016 to and including June 30, 2019. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

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

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

**PEU, Local One**  
**CSB – Site Supervisor Unit:**  
**(Signature / Printed Name)**

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

PUBLIC EMPLOYEES UNION, LOCAL ONE

CSB – SITE SUPERVISOR

**ATTACHMENTS**

- A. CLASS & SALARY LISTING
- B. MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS
- C. RETURN TO WORK



PUBLIC EMPLOYEES UNION, LOCAL ONE  
CLASS AND SALARY LISTING  
Effective January 1, 2017

ATTACHMENT A

CSB - SITE SUPERVISOR UNIT

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			Min	Max
CJF1	SITE SUPERVISOR III-PROJECT		\$4,308.69	\$5,237.24
CJG1	SITE SUPERVISOR II - PROJECT		\$4,016.20	\$4,881.72
CJH2	SITE SUPERVISOR I-PROJECT		\$3,652.02	\$4,439.06

## Public Employees Union, Local One, CSB Site Supervisor Unit

## MEDICAL PLANS

July 1, 2016 through June 30, 2019

Coverage Offered

The County offers the following Plans: Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net

Co-Pays and Co-Insurance

The medical plan Co-Pays and Co-Insurance are as follows:

CCHP A:	<ul style="list-style-type: none"> <li>\$0 Office Visit in the RMC Network</li> <li>\$0 Preferred Generic RX</li> <li>\$0 Preferred Brand RX</li> <li>\$0 Non-Preferred Brand RX</li> </ul>
CCHP B:	<ul style="list-style-type: none"> <li>\$0 Office Visit in the RMC Network</li> <li>\$5 Office Visit in the CPN Network co-pay</li> <li>\$3 Preferred Generic RX co-pay</li> <li>\$3 Preferred Brand RX co-pay</li> <li>\$3 Non-Preferred Brand RX co-pay</li> </ul>
KAISER PERMANENTE PLAN A:	<ul style="list-style-type: none"> <li>\$10 Office Visit co-pay</li> <li>\$10 Preferred Generic RX co-pay</li> <li>\$20 Preferred Brand RX co-pay</li> <li>\$20 Non-Preferred Brand RX co-pay</li> <li>\$10 Emergency Room co-pay</li> </ul>
KAISER PERMANENTE PLAN B:	<ul style="list-style-type: none"> <li>\$500 Deductible Per Person</li> <li>\$1000 Deductible Per Family</li> <li>\$20 Office Visit Co-pay (not subject to deductible)</li> <li>\$20 Urgent Care Co-pay (not subject to deductible)</li> <li>\$10 Lab &amp; X-ray Co-pay (not subject to deductible)</li> <li>\$10 Preferred Generic RX</li> <li>\$30 Preferred Brand RX</li> <li>\$30 Non-Preferred Brand RX</li> <li>10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room</li> <li>\$3000/Person and \$6000/Family Annual Out of Pocket Maximum</li> </ul>

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

\* This plan will be eliminated for all employees beginning January 1, 2018.

**CONTRA COSTA COUNTY  
RETURN TO WORK POLICY  
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

- C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:
1. The restrictions recommended by the employee's treating physician or QME, if applicable;
  2. The operational and financial needs of the department; and
  3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.



C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manger.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).



**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK**

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 EXPLAIN: \_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES:  
 EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:



LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **LIMITED DUTY**: \_\_\_\_\_

LIMITED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES**: \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

\_\_\_\_\_  
PHYSICIAN'S SIGNATURE DATE

\_\_\_\_\_  
PHYSICIAN'S NAME ADDRESS

**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK  
ADA/FEHA/non-industrial**

**ATTACHMENT C**

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

\_\_\_\_\_

\_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? \_\_\_\_\_ YES \_\_\_\_\_ NO

EXPLAIN:

\_\_\_\_\_

WILL THE DRUG AFFECT OTHER DUTIES: \_\_\_\_\_ YES \_\_\_\_\_ NO

EXPLAIN:

\_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

**PHYSICAL ACTIVITIES (Cont'd)**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Crawling	_____	_____
<input type="checkbox"/> Pulling	_____	_____
<input type="checkbox"/> Pushing	_____	_____
<input type="checkbox"/> Kneeling	_____	_____
<input type="checkbox"/> Reaching above shoulder level	_____	_____
<input type="checkbox"/> Reaching below shoulder level	_____	_____
<input type="checkbox"/> Twisting the body	_____	_____
<input type="checkbox"/> Climbing stairs	_____	_____
<input type="checkbox"/> Climbing ladders	_____	_____
<input type="checkbox"/> Climbing up and down embankment	_____	_____
<input type="checkbox"/> Shoveling or digging	_____	_____
<input type="checkbox"/> Operating foot controls	_____	_____
<input type="checkbox"/> Operate moving machinery	_____	_____
<input type="checkbox"/> Driving heavy equipment	_____	_____
<input type="checkbox"/> Driving automotive equipment	_____	_____

**WORKING CONDITIONS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Exposure to heat ( 85 ° - 90 ° )	_____	_____
<input type="checkbox"/> Exposure to cold	_____	_____
<input type="checkbox"/> Exposure to dampness, water	_____	_____
<input type="checkbox"/> Walking on uneven ground	_____	_____
<input type="checkbox"/> Exposure to dust, fumes, and grass	_____	_____
<input type="checkbox"/> Exposure to heights	_____	_____
<input type="checkbox"/> Being around moving machinery	_____	_____
<input type="checkbox"/> Exposure to noise	_____	_____
<input type="checkbox"/> Respond to emergency situation	_____	_____
<input type="checkbox"/> Handle confrontational situation	_____	_____
<input type="checkbox"/> Wearing respiratory protection	_____	_____

**WORKER TRAITS**

**HOURS PER DAY**

**COMMENTS**

<input type="checkbox"/> Handle face to face contact with public	_____	_____
<input type="checkbox"/> Participate in formal proceedings, hearings	_____	_____
<input type="checkbox"/> Concentrate and meet deadlines	_____	_____
<input type="checkbox"/> Understand written and oral instructions	_____	_____
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

**DATE EMPLOYEE CAN START MODIFIED**

**DUTY:** \_\_\_\_\_

MODIFIED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

**ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES:** \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR HOW LONG? \_\_\_\_\_

PHYSICIAN'S SIGNATURE

DATE

PHYSICIAN'S NAME

ADDRESS

TELEPHONE NO.

FAX NO.



**COUNTY OF CONTRA COSTA  
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT: _____	
NAME OF EMPLOYEE: _____	DATE OF INJURY OR ILLNESS: _____
JOB CLASSIFICATION: _____	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL: _____
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY: _____	PART (S) OF BODY AFFECTED: _____
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME: _____	DATE OF EXAM/TREATMENT: _____

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES **FOR UP TO A 3-MONTH PERIOD** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS _____
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

WORK HOURS/DAYS OF WEEK: \_\_\_\_\_

SPECIFIC DUTIES (attach list of duties if available): \_\_\_\_\_

---



---



---

\*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE	DATE	LIMITED DUTY SUPERVISOR	DATE
DEPARTMENT DISABILITY COORDINATOR		DATE	

**PUBLIC EMPLOYEES UNION, LOCAL ONE  
CSB - SITE SUPERVISOR UNIT**

**SUBJECT INDEX**

Accrual During Leave Without Pay (Sick Leave).....	33
Accrual During Leave Without Pay (Vacation Leave).....	26
Additional Information.....	9
Administration of Sick Leave .....	30
Adoption .....	71
Advance Notice .....	8
Agency Shop.....	5
Aggregate Use for Spouse .....	41
Anniversary Dates.....	12
Annual Administrative Leave.....	18
Applicable Pay Beyond One Year .....	35
Assignment of Classes to Bargaining Units.....	8
Attendance at Meetings.....	9
Automated Timekeeping Implementation .....	18
Bilingual Pay Differential .....	59
Catastrophic Leave Bank .....	37
Certification .....	41
Certification Rule .....	12
Child Care .....	69
Coerced Resignations .....	48
Communicating With Employees .....	7
Compensation Complaints .....	55
Compensation for Portion of Month.....	13
Competitive Examination.....	46
Commuter Benefit Program.....	69
Confidentiality of Information/Records.....	34
Constructive Resignation .....	47
Continuing Pay .....	34
Coverage During Absences .....	69
Credits To and Charges Against Sick Leave.....	27
Days and Hours of Work .....	17
Deferred Compensation Incentive .....	56
Definition and Procedure.....	52
Definition - State Disability Insurance (SDI) .....	37
Definitions .....	2
Definitions (Leave of Absence) .....	41
Dependent Care Assistance Program.....	68
Disability.....	31
Dismissal, Suspension, Temporary Reduction In Pay, and Demotion .....	49

Disqualification From Taking an Exam .....	56
Dual Coverage .....	65
Duration of Agreement .....	72
Effective Resignation.....	48
Election and Practice.....	37
Employee Representation Rights .....	51
Employee Response .....	50
Entrance Salary.....	12
Expedited Board of Adjustment.....	53
Family Care Leave or Medical Leave .....	41
Family Member Eligibility Criteria .....	64
Filing by Union .....	56
Floating Holidays.....	23
Furlough Days Without Pay.....	40
General Administration – Leaves of Absence .....	39
General Provisions .....	35
General Wages .....	11
Grievance Procedure .....	52
Group Health Plan Coverage .....	43
Health Benefit Coverage for Employees Not Otherwise Covered .....	69
Health Care Spending Account .....	67
Health Insurance .....	35
Health, Life & Dental Care.....	60
Health Plan Coverages .....	60
Health Plan Coverages and Provisions .....	64
Health Savings Account .....	68
Holiday is NOT Worked and Holiday Falls on Regularly Scheduled Work Day.....	23
Holidays .....	23
Holidays Observed.....	23
Increments Within Range .....	13
Intermittent Use of Leave .....	41
Joint Labor/Management Benefit Committee .....	61
Jury Duty .....	45
Jury Duty and Witness Duty .....	45
Leave of Absence .....	39
Leave of Absence Replacement and Reinstatement .....	44
Leave Pending Employee Response .....	51
Leave Without Pay .....	39
Leave Without Pay – Use of Accruals .....	43
Length of Suspension.....	51
Letters of Reprimand.....	56
Life Insurance Benefit Under Health & Dental Plans.....	67
Longevity Pay.....	56

Maintenance of Membership .....	4
Management Life Insurance.....	59
Medical, Dental, & Life Insurance.....	60
Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.....	66
Merit Board.....	56
Method of Integration .....	36
Mileage.....	69
Military Leave .....	40
Monthly Premium Subsidy.....	61
No Discrimination and Americans With Disabilities Act (ADA) .....	9
Notice .....	22
Official Representatives .....	9
Open Exams .....	47
Operation .....	37
Partial Month .....	68
Payment.....	16
Pay for Work in Higher Classification .....	15
Pay Warrant Errors.....	17
PERS Long-Term Care .....	67
Personnel Files .....	70
Personnel Management Regulations .....	72
Physician Visits .....	35
Policies Governing the Use of Paid Sick Leave .....	27
Position Reclassification.....	13
Professional Development Reimbursement .....	59
Pregnancy Disability Leave .....	43
Premium Conversion Plan.....	68
Prevailing Section .....	68
Probationary Period.....	46
Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion .....	51
Procedures.....	36
Professional Development Reimbursement .....	59
Program Design .....	37
Promotion.....	46
Promotion Policy .....	47
Purpose of Sick Leave .....	27
Rate Information.....	68
Reassignment of Laid Off Employees .....	22
Reassignment of Work Location .....	47
Recognition .....	4
Regular Work Schedule .....	17
Reimbursement for Use of Personal Vehicle.....	69
Reinstatement From Family Care Medical Leave .....	44
Release Time for Training.....	10



Resignation in Good Standing.....	47
Resignations .....	47
Retirement Coverage .....	62
Retirement Benefit Non-Safety Employees who become New Members of CCCERA on or After January 1, 2013.....	70
Retirement Contribution .....	70
Retirement Coverage .....	62
Revocation .....	48
Safety Committee.....	59
Salaries .....	11
Salary on Promotion.....	14
Salary on Involuntary Demotion .....	15
Salary on Voluntary Demotion.....	15
Salary Reallocation & Salary on Reallocation .....	14
Salary Review While on Leave of Absence.....	44
Scope of, Arbitration Decisions, and Expedited Board of Adjustment.....	55
Scope of Agreement.....	71
Scope of Agreement and Separability of Provisions .....	71
Section 8 – Section Intentionally Left Blank .....	18
Separability of Provisions .....	71
Separation Through Layoff.....	19
Service Awards .....	71
Sick Leave.....	27
Skelly Requirements .....	50
Special Employment Lists .....	22
Special Provisions.....	56
State Disability Insurance (SDI) .....	35
Step 5 (Expedited Board of Adjustment) .....	53
Strike/Work Stoppage .....	56
Sufficient Cause for Action .....	49
Supplemental Life Insurance.....	67
Time Limits.....	55
Time Reporting/Time Stamping.....	18
Training .....	59
Transfer.....	15
Unauthorized Absence .....	44
Union Dues Form .....	4
Union Notification .....	55
Union Representatives .....	10
Union Security.....	4
Use of County Buildings .....	7
Vacancies.....	47
Vacancies and Reassignment.....	47
Vacation Accrual Rates .....	24
Vacation Allowance.....	24

Vacation Allowance for Separated Employees.....	26
Vacation Buy Back.....	26
Vacation Leave .....	24
Voluntary Vision Plan .....	67
Wages.....	11
Waiting Period.....	34
Withdrawal of Membership.....	5
Witness Duty.....	45
Workers' Compensation.....	34
Workers' Compensation and Continuing Pay.....	34
Workforce Reduction.....	18
Workforce Reduction and Layoff .....	18
Workweek For Employees on Regular Work Schedule.....	17
Written Statement for New Employees.....	9



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: FY 2017/18 Recommended Budget Development

---

**RECOMMENDATION(S):**

1. DECLARE the Board's intent to adopt a FY 2017/18 General Fund budget that balances annual expenses and revenues;
2. ACKNOWLEDGE that the State of California and residents throughout the State continue to struggle to manage the outcomes of the recently depressed economy;
3. ACKNOWLEDGE that significant economic issues continue to challenge the Board of Supervisors in its effort to finance services and programs which Contra Costa County residents need, or expect will be provided to them by the County, especially in a time of slow economic recovery;
4. ACKNOWLEDGE that, in addition to the effects on the provision of services for residents, these State and local economic issues have challenged the maintenance of the Board of Supervisors' reserve policy;
5. ACKNOWLEDGE that restoration of the County's reserve funds, maintaining an improved credit rating, and maintenance of the County's physical assets remain a priority of the Board of Supervisors over the long term;
6. RE-AFFIRM the Board of Supervisors' policy prohibiting the use of County General Purpose Revenue to back-fill State revenue cuts;
7. DIRECT Department Heads to work closely with the County Administrator to develop a Recommended Budget for consideration of the Board of Supervisors that balances expenses with revenues, minimizes net County cost and maintains core service levels;
8. ACKNOWLEDGE that the 2017-2018 assessment roll will be prepared using the full inflation factor of 1.02;

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Laura Strobel, Senior Deputy County Administrator, Timothy Ewell, Senior Deputy County Administrator, Dianne Dinsmore, Human Resources Director

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

>

9. ACKNOWLEDGE that the employees of Contra Costa County have already been affected as a result of the requirement to balance the County's expenses with available revenues;
10. ACKNOWLEDGE that this situation is improving for County employees, as we work to manage and cope with the outcomes of slow economic recovery;
11. DIRECT the County Administrator to continue to meet with the County's union representatives and employees to explain the size, scope and anticipated length of the County's fiscal challenges and to gain their input/suggestions;
12. DIRECT the County Administrator to continue to make this information readily available to the residents of the County;
13. DIRECT Departments, in cooperation with Labor Relations and Union representatives, to begin, if necessary, the meet and confer process with employee representatives about the impact of potential program reductions on the terms and conditions of employment for affected employees;
14. DIRECT the County Administrator to return to the Board of Supervisors on April 18, 2017 with a FY 2017/2018 Recommended Budget that meets the above requirements;
15. DESIGNATE Tuesday, April 18, 2017 for FY 2017/2018 budget hearings (including Bielson Hearings, if needed) and Tuesday, May 9, 2017 for the adoption of the FY 2017/18 Recommended County and Special District Budgets; and
16. DIRECT the Clerk of the Board to publish notice of the budget hearings and the availability of the Recommended Budget documents.

## FISCAL IMPACT:

None at this time. However, the result of the recommendations herein, if implemented, are designed to maintain the County's fiscal stability in FY2017/2018 and improve it in subsequent years.

## BACKGROUND:

The actions recommended in this documentation direct the County Administrator to return to the Board on April 18, 2017 with a Recommended Budget that balances expenses with revenues for FY 2017/18. This action aligns with both the Budget and Reserve Policy of the Board of Supervisors. Continued labor negotiation as well as the expiration of additional labor contracts with several County employee groups, as well as State actions to manage its budget will be taking place in the same time-frame as development of the Recommended Budget. The outcomes of all these events have the potential for significant impacts on the County's financial situation.

## **Recommended Budget Development**

The County will continue to face challenges to create a balanced budget in the coming fiscal year. Although the County Administrator continues to believe that there will be growth in local property tax, other general purpose and program revenues used to fund the baseline cost of services into FY 2017/18 are expected to recover very slowly. Significant wage concessions were negotiated for the majority of County employees through the 2012/13 fiscal year. Negotiations recently completed with the majority of the County's bargaining groups include modest wage increases. These increases combined with pension and healthcare increases will challenge the County's fiscal health. The County has sustained most of the structural reductions that balanced the County budgets so that significant one-time solutions are no longer required. It is imperative that the County achieve contract settlements in alignment with projected revenue growth; otherwise, compensation costs will create a potential gap for FY 2017/18, which must be filled to achieve a balanced budget.

There are always factors over which the County has little or no control (such as federal and State budgets shortfalls, economic changes, and demographics) that will affect the size of the baseline budget and ultimately the County's budget challenge. While 'part one of the Fiscal Cliff' has been avoided, the Federal government still must resolve significant budget issues.

The majority of the County's general purpose revenues are generated through property taxes. Revenue and Taxation Code section 51 provides that base year values determined under section 110.1 shall be compounded annually by an inflation factor not to exceed 2 percent. Section 51(a)(1)(C) provides that, for any assessment year commencing on or after January 1, 1998, the inflation factor shall be the percentage change, rounded to the nearest one-thousandth of 1 percent, from October of the prior fiscal year to October of the current fiscal year in the California Consumer Price Index (CCPI) for all items, as determined by the California Department of Industrial Relations. Information from the Department of Industrial Relations shows that the CCPI increased from 251.255 in October 2015 to 257.836 in October 2016. Rounded to the nearest one-thousandth of 1 percent, this is an increase of 2.619 percent. Accordingly, we will prepare our 2017 assessment roll using an inflation factor of 1.02.

As per the norm, Department Heads will be expected to work closely with the County Administrator to design a balanced budget that restricts the growth in net County cost while minimizing service delivery cuts. Wherever possible, categorical/program revenues will be increased to offset the increased cost of doing business. Restrictions on increases in net County cost needed to balance the budget may result in the loss of federal and State program revenues, and this added loss may cause program reductions.

### **Meet and Confer**

Departmental budget requests are due to the County Administrator's Office on February 10. At that time Department Heads will know which, if any, positions may be affected by reductions necessary to balance the budget. Departments, in cooperation with Labor Relations, will if necessary, begin the meet and confer process with employee representatives regarding the impact of potential program reductions on the terms and conditions of employment for affected employees. Early planning will allow Departments a reasonable period of time to meet and confer, and permit them to implement all budgetary required actions prior to July 1, 2017. As with the last ten fiscal years, this progress will allow the County to adopt a budget that is balanced from the first day of the new fiscal year.

### **Public Notice**

The County Budget Act requires that the Board of Supervisors publish a notice in a newspaper of general circulation throughout the county, stating when budget documents will be available and the date of Budget Hearings. The FY 2017/18 Recommended Budget document will be available to the public on April 7, 2017.

### **Conclusion**

The County Administrator will return to the Board on April 18 with a FY 2017/18 Recommended Budget that meets the requirements listed above. Tuesday, April 18 will be reserved for FY 2017/18 budget hearings including Bielsonson hearings if needed. Additionally, it is recommended that the County Administrator return to the Board of Supervisors on Tuesday, May 9 for adoption of the FY 2017/18 Recommended County and Special District Budgets, including any changes the Board makes on April 18.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Delayed processing of the FY 2017/18 Recommended Budget and potential impact on the fiscal stability of the County and Special Districts.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 17, 2017

Subject: Grant of Access Rights in Exchange for Relinquishment of Access Rights, Brentwood Area

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair of the Board of Supervisors, to execute, on behalf of Contra Costa County (County), the Grant of Access Rights in exchange for the Relinquishment of Access Rights over portions of Balfour Road to Jeremy and Diana Beasley, and the Balfour Group, a general partnership (Property Owners) pursuant to Streets & Highways Code § 960.

ACCEPT the Relinquishment of Access Rights from Jeremy and Diana Beasley, and the Balfour Group, a general partnership.

DETERMINE that the property described in the Real Property Acceptance recorded December 22, 2008 in series number 2008-0273149, Contra Costa County records was accepted by the County for highway purposes and is no longer necessary for those purposes and the exchange of said access rights is in the public interest and will not substantially conflict or interfere with the County's use of the property.

DIRECT the Real Estate Division of the Public Works Department to cause said Grant of Access Rights and Relinquishments of Access Rights, along with certified copies of this Board Order, to be recorded in the office of the County Clerk-Recorder. (Project No.: 0662-6R4002)

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Jewel Lopez,  
(925)313-2191

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

By: , Deputy

cc:

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The County plans to widen Balfour Road to bring the shoulders up to current design standards and provide a driver recovery area and a bike lane. The Property Owners along Balfour Road currently have access rights, which they are not utilizing and have requested the exchange of their current access rights for areas that are controlled by the County in order to have legal access rights at the location of their existing driveways.

CONSEQUENCE OF NEGATIVE ACTION:

The Property Owners will not obtain the new rights necessary to legally access their existing driveways from Balfour Road.

ATTACHMENTS

Relinquishment - Balfour Group

Grant - Balfour Group

Relinquishment - Beasley

Grant - Beasley

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds

Portion of Assessor's Parcel No.: 011-150-012

## **RELINQUISHMENT OF ACCESS RIGHTS**

For Value Received, Balfour Group, being owners of real property which abuts upon Balfour Road, in the unincorporated area of Contra Costa County, do hereby release and relinquish to Contra Costa County any and all abutter's rights, including access rights, appurtenant to the northerly line of said Grantor's property, described as follows:

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED  
HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Balfour Group

\_\_\_\_\_  
Thomas P. O'Toole  
Title: Partner

\_\_\_\_\_  
Natalie Herbert  
Title: Partner

**ATTACH APPROPRIATE ACKNOWLEDGMENT**



**Relinquishment of Access Rights**  
Balfour Road (Road No. 7351C)  
Balfour Group  
Portion of APN 011-150-012  
Drawing No. A-7351C-2016a

**EXHIBIT "A"**

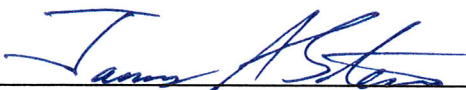
Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast quarter of Section 22, Township 1 North, Range 3 East, Mount Diablo Meridian, being a portion of Parcel C as shown on the map of Subdivision MS No. 147-90 filed April 6, 2000 in Book 178 of Parcel Maps at page 22, Contra Costa County records, described as follows:

Grantor relinquishes any and all abutter's rights of access along the 18.288 meter (60.00 foot) wide "P.A.E" (Private Access Easement) opening common with Parcel C and D (178 PM 22) on the southerly line of the 12.802 meter (42.00 feet) in width strip of land along Balfour Road dedicated to Contra Costa County for road purposes as shown on said map (178 PM 22), which strip was accepted as a County Road in the deed recorded December 22, 2008 in Series Number 2008-0273149, Contra Costa County records.

**EXHIBIT "B"**, a plat is attached hereto, and by this reference made a part hereof.

Distances shown are in feet. Multiply distances shown by 0.30480061 to convert to meters.

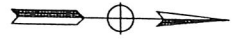
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works

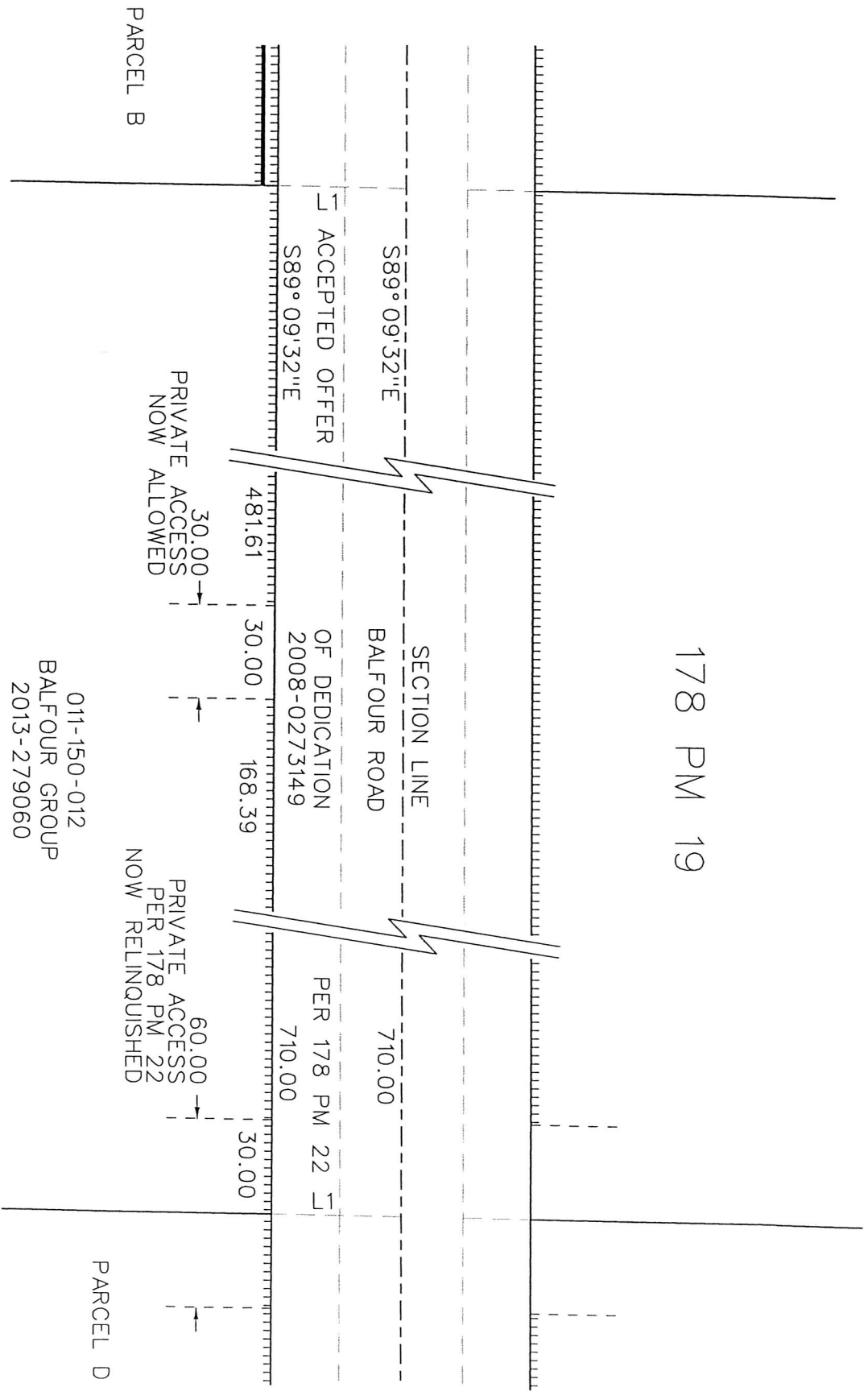
Date: 10/6/16





178 PM 19

EXHIBIT 'B'



178 PM 22

PARCEL C

011-150-012  
BALFOUR GROUP  
2013-279060

PARCEL D

LINE DATA TABLE		
No.	Bearing	Length
L1	S1° 00' 22" W	42.00

NOTE: GRID BEARINGS SHOWN ARE ROTATED CLOCKWISE 0° 51' 38" FROM RECORD MAP

Instrument : Relocation of Abutters Access	Scale: 1" = 50'	File No. A-7351C-2016a
Document No. Recorded:	Drawn By: TL	Plot Date: 10/6/2016
	Checked By: JLH	Drawing: RW7351C-Balfour Group PAE.dgn

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds

Portion of Assessor's Parcel No.: 011-150-012

## GRANT OF ACCESS RIGHTS

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

**Grants to** the Balfour Group the right to access Balfour Road, which is owned by CONTRA COSTA COUNTY, over and across the real property in the unincorporated area of the County of Contra Costa, State of California.

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY;

Dated \_\_\_\_\_

By \_\_\_\_\_

Candace Andersen  
Chair, Board of Supervisors

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast quarter of Section 22, Township 1 North, Range 3 East, Mount Diablo Meridian, being a portion of Parcel C as shown on the map of Subdivision MS No. 147-90 filed April 6, 2000 in Book 178 of Parcel Maps at page 22, Contra Costa County records, described as follows:

**Access Rights**

Grantor is the owner of Balfour Road, a controlled access highway, and the Grantor has acquired abutter's rights, including access rights, from properties adjacent to said Road. Grantor hereby conveys to Grantee the right of access to said highway, over and across the following described line:

Commencing at the westerly line of said Parcel C (178 PM 22), said point also being on the southerly line of the 12.802 meter (42.00 feet) in width strip of land along Balfour Road dedicated to Contra Costa County for road purposes as shown on said map (178 PM 22), which strip was accepted as a County Road in the deed recorded December 22, 2008 in Series Number 2008-0273149, Contra Costa County records; thence along the southerly right of way line of Balfour Road, south 89°09'32" east, 481.61 feet to the Point of Beginning of the line described herein; thence continuing along said right of way line, south 89°09'32" east, 30.00 feet to the Point of Terminus of the line described herein.

**EXHIBIT "B"**, a plat is attached hereto, and by this reference made a part hereof.

Distances shown are in feet. Multiply distances shown by 0.30480061 to convert to meters. Distances given are ground distances.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III. Grid bearings are rotated clockwise 0°51'38" from record map bearings.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 10/6/16

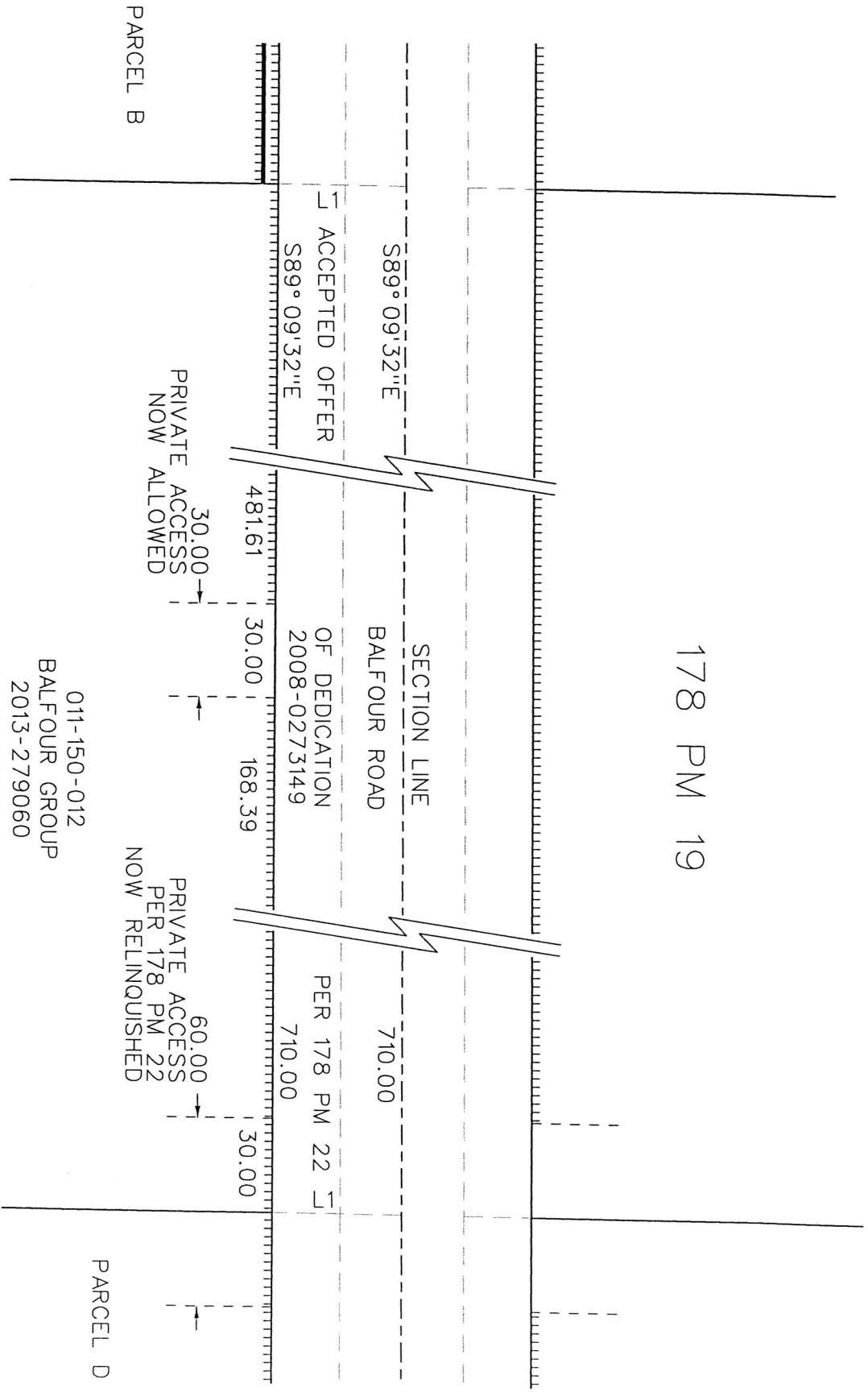




178 PM 19

178 PM 22

EXHIBIT 'B'



011-150-012  
BALFOUR GROUP  
2013-279060

PARCEL C

PARCEL D

LINE DATA TABLE		
No.	Bearing	Length
L1	S1°00'22"W	42.00

NOTE: GRID BEARINGS SHOWN ARE ROTATED CLOCKWISE 0°51'38" FROM RECORD MAP

Instrument : Relocation of Abutters Access	Scale: 1" = 50'	File No. A-7351C-2016a
	Drawn By: TL	Plot Date: 10/6/2016
	Checked By: JLH	Drawing: RW7351C-Balfour Group PAE.dgn
Document No.	Recorded:	

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds

Portion of Assessor's Parcel No.: 011-150-013

## **RELINQUISHMENT OF ACCESS RIGHTS**

For Value Received, Jeremy M. Beasley and Diana E. Beasley, husband and wife, as joint tenants, being owners of real property which abuts upon Balfour Road, in the unincorporated area of Contra Costa County, do hereby release and relinquish to Contra Costa County any and all abutter's rights, including access rights, appurtenant to the northerly line of said Grantor's property, described as follows:

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED  
HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

GRANTOR

\_\_\_\_\_  
Jeremy M. Beasley

\_\_\_\_\_  
Diana E. Beasley

**ATTACH APPROPRIATE ACKNOWLEDGMENT**

**Relinquishment of Access Rights**

Balfour Road (Road No. 7351C)

Beasley

Portion of APN 011-150-013

Drawing No. A-7351C-2016

**EXHIBIT "A"**


Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast quarter of Section 22, Township 1 North, Range 3 East, Mount Diablo Meridian, being a portion of Parcel D as shown on the map of Subdivision MS No. 147-90 filed April 6, 2000 in Book 178 of Parcel Maps at page 22, Contra Costa County records, described as follows:

Grantor relinquishes any and all abutter's rights of access along the 18.288 meter (60.00 foot) wide "P.A.E" (Private Access Easement) opening common with Parcel C and D (178 PM 22) on the southerly line of the 12.802 meter (42.00 feet) in width strip of land along Balfour Road dedicated to Contra Costa County for road purposes as shown on said map (178 PM 22), which strip was accepted as a County Road in the deed recorded December 22, 2008 in Series Number 2008-0273149, Contra Costa County records.

**EXHIBIT "B"**, a plat is attached hereto, and by this reference made a part hereof.

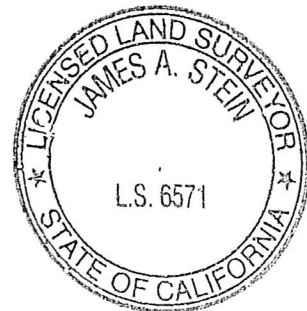
Distances shown are in feet. Multiply distances shown by 0.30480061 to convert to meters.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works

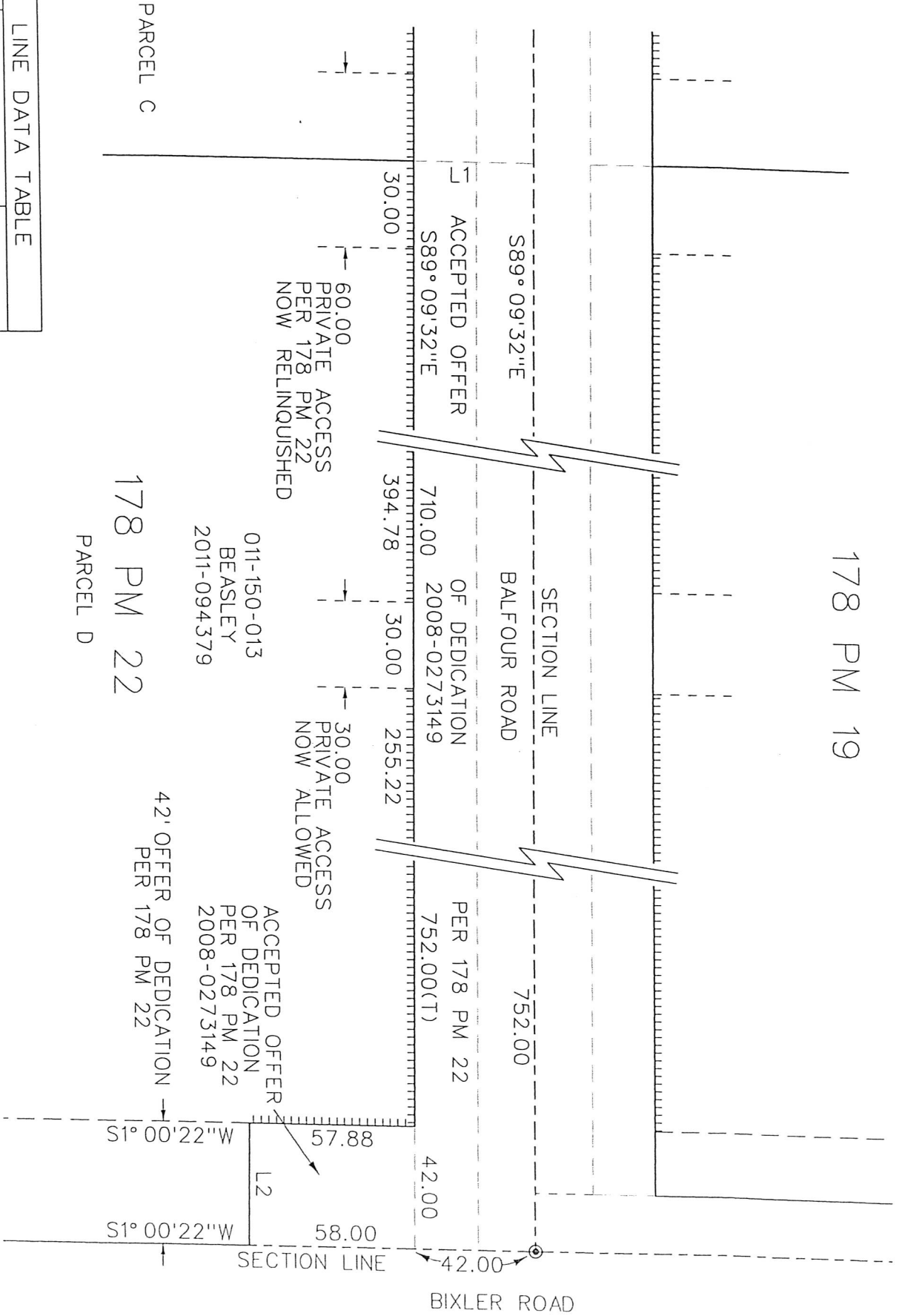
Date: 10/6/16





178 PM 19

EXHIBIT 'D'



178 PM 22  
PARCEL D

011-150-013  
BEASLEY  
2011-094379

42' OFFER OF DEDICATION  
PER 178 PM 22  
ACCEPTED OFFER  
OF DEDICATION  
PER 178 PM 22  
2008-0273149

LINE DATA TABLE		
No.	Bearing	Length
L1	S1°00'22"W	42.00
L2	N88°59'38"W	42.00

NOTE: GRID BEARINGS SHOWN ARE ROTATED CLOCKWISE 0°51'38"W FROM RECORD MAP

Instrument : Relocation of Abutters Access	Scale: 1" = 50'	File No. A-7351C-2016	
	Document No.	Recorded:	Drawn By: TL
		Checked By: JLH	Drawing: RW7351C-Beasley PAE.dgn



Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds

Portion of Assessor's Parcel No.: 011-150-013

## GRANT OF ACCESS RIGHTS

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

**Grants to** Jeremy M. Beasley and Diana E. Beasley, husband and wife, as joint tenants, the right to access Balfour Road, which is owned by CONTRA COSTA COUNTY, over and across the real property in the unincorporated area of the County of Contra Costa, State of California.

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY;

Dated \_\_\_\_\_

By \_\_\_\_\_

Candace Andersen  
Chair, Board of Supervisors

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Northeast quarter of Section 22, Township 1 North, Range 3 East, Mount Diablo Meridian, being a portion of Parcel D as shown on the map of Subdivision MS No. 147-90 filed April 6, 2000 in Book 178 of Parcel Maps at page 22, Contra Costa County records, described as follows:

**Access Rights**

Grantor is the owner of Balfour Road, a controlled access highway, and the Grantor has acquired abutter's rights, including access rights, from properties adjacent to said Road. Grantor hereby conveys to Grantee the right of access to said highway, over and across the following described line:


Commencing at the westerly line of said Parcel D (178 PM 22), said point also being on the southerly line of the 12.802 meter (42.00 feet) in width strip of land along Balfour Road dedicated to Contra Costa County for road purposes as shown on said map (178 PM 22), which strip was accepted as a County Road in the deed recorded December 22, 2008 in Series Number 2008-0273149, Contra Costa County records; thence along the southerly right of way line of Balfour Road, south 89°09'32" east, 424.78 feet to the Point of Beginning of the line described herein; thence continuing along said right of way line, south 89°09'32" east, 30.00 feet to the Point of Terminus of the line described herein.

**EXHIBIT "B"**, a plat is attached hereto, and by this reference made a part hereof.

Distances shown are in feet. Multiply distances shown by 0.30480061 to convert to meters. Distances given are ground distances.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III. Grid bearings are rotated clockwise 0°51'38" from record map bearings.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 10/6/16





178 PM 19

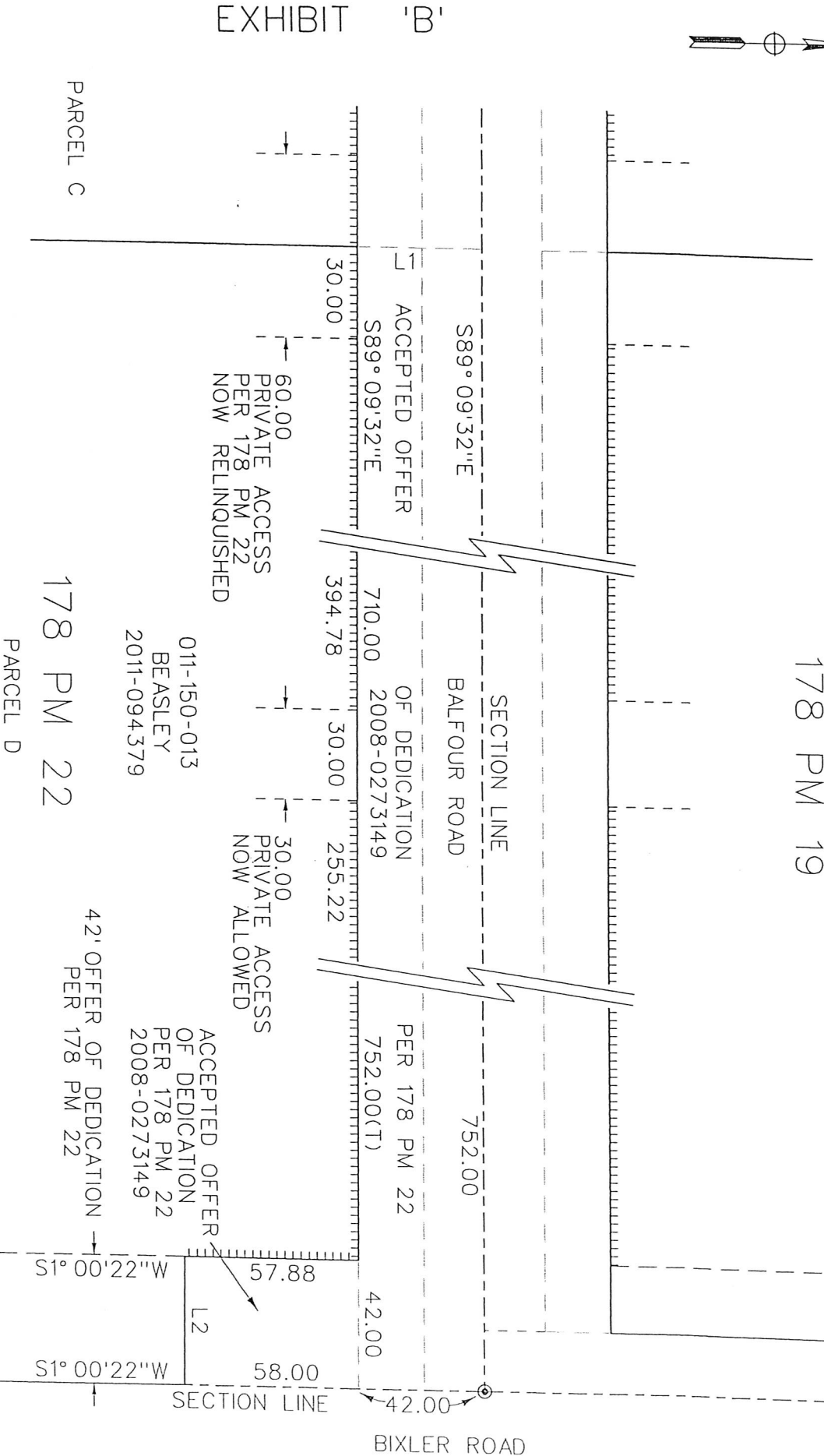


EXHIBIT 'B'

LINE DATA TABLE		
No.	Bearing	Length
L1	S1° 00' 22" W	42.00
L2	N88° 59' 38" W	42.00

011-150-013  
BEASLEY  
2011-094379  
178 PM 22  
PARCEL D

42' OFFER OF DEDICATION  
PER 178 PM 22  
ACCEPTED OFFER  
OF DEDICATION  
PER 178 PM 22  
2008-0273149

NOTE: GRID BEARINGS SHOWN ARE ROTATED CLOCKWISE 0° 51' 38" W FROM RECORD MAP

Instrument : Relocation of Abutters Access	Scale: 1" = 50'	File No. A-7351C-2016
	Drawn By: TL	Plot Date: 10/6/2016
	Checked By: JLH	Drawing: RW7351C-Beasley PAE.dgn
Document No.	Recorded:	



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 17, 2017

Subject: Accepting completion of warranty period and release of cash deposit for faithful performance for road acceptance RA09-01245, District II.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/10 accepting completion of the warranty period for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for road acceptance RA09-01245, (cross-reference subdivision SD07-08970) for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

100% Developer Fees. The funds to be released are developer fees that have been held on deposit.

**BACKGROUND:**

The landscape improvements have met the guarantee performance standards for the warranty period following completion and acceptance of the improvements.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Jocelyn LaRocque,  
925-313-2315

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

By: , Deputy

cc: Sherri Reed, Design and Construction, Jocelyn LaRocque, Engineering Services, C. Hallford, Mapping Division, C. Low, City of San Ramon, Shapell Homes, LLC, The Continental Insurance Company

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Subdivision Agreement (Right-of-Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

ATTACHMENTS

Resolution No. 2017/10

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

Adopted this Resolution on 01/17/2017 by the following vote:

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



**Resolution No. 2017/10**

IN THE MATTER OF accepting completion of the warranty period for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for road acceptance RA09-01245, (cross-reference subdivision SD07-08970), a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on March 13, 2012, this Board resolved that the landscape improvements in RA09-01245, (cross-reference subdivision SD07-08970) were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the \$1,500 cash deposit (Auditor's Deposit Permit No. 573221, dated March 24, 2011) plus interest to Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the road acceptance.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and the performance /maintenance surety bond, Bond No. 929518817 dated March 11, 2011, issued by The Continental Insurance Company, are EXONERATED.

I hereby certify that this 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: Jocelyn LaRocque, 925-313-2315**

**ATTESTED: January 17, 2017**

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

By: , Deputy

**cc:** Sherri Reed, Design and Construction, Jocelyn LaRocque, Engineering Services, C. Hallford, Mapping Division, C. Low, City of San Ramon, Shapell Homes, LLC, The Continental Insurance Company



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: January 17, 2017

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

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Richard Cunningham for a shade hangar at Buchanan Field Airport effective January 1, 2017 in the monthly amount of \$177.07, Pacheco area. (District IV)

**FISCAL IMPACT:**

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

**BACKGROUND:**

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Beth Lee, (925)  
681-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Shade Hangar Agreement - R. Cunningham



## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** January 1, 2017 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), **Richard Cunningham** ("Renter"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **B-05** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **January 1, 2017**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **177.07** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: January 17, 2017

Subject: Authorization to Execute a Two-Year Contract with Mead & Hunt for Design Engineering of Runway 14L/32R Rehabilitation Project; Buchanan Field Airport

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract with Mead & Hunt for the period of January 18, 2017 through January 17, 2019 to perform the design engineering for the Buchanan Field Airport Runway 14L/32R rehabilitation project, Concord Area.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The total contract cost for the Runway 14L/32R rehabilitation design engineering project is \$276,299 which will be funded initially by the Airport Enterprise Fund. This project is eligible for a Federal Aviation Administration (FAA) grant (up to 95% of total cost or approximately \$262,484) and a California Department of Transportation-Division of Aeronautics (Caltrans) grant (2.5% of FAA grant amount or approximately \$6,562). The balance of the project cost (approximately \$7,253) will be funded by the Airport Enterprise Fund. Grant applications will be submitted in 2017 for the design engineering and the grant proceeds will reimburse the Airport Enterprise Fund once received.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Beth Lee, (925)  
681-4200

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller

## BACKGROUND:

In 2015 Contra Costa County (County) issued a Request for Statement of Qualifications (SOQ) for engineering, planning and environmental firms to assist the Airports Division with anticipated projects for a five-year period. The County interviewed and ranked the consultants that responded to the SOQ. As a result, there are five (5) on-call consulting contracts.

Runway 14L/32R at Buchanan Field Airport requires rehabilitation to improve the deteriorating pavement conditions. County staff sent a project specific technical services solicitation to the five on-call consultants in order to determine the most qualified firm to perform this work. Public Works and Airports Division staff reviewed the proposals and determined unanimously that Mead & Hunt was the preferred consultant for this work.

On December 13, 2016, the Board of Supervisors (Board) approved and authorized the Director of Airports, or designee, to submit an Airport Improvement Program (AIP) grant application to both the FAA and Caltrans and to sign an acceptance of funds under the California Aid to Airports Program Grant Agreement-Federal AIP Matching Funds grant program to perform design engineering of Runway 14L/32R. The grant funds can be used to reimburse the Airport Enterprise Fund. In addition, the Board approved and authorized the Chair of the Board of Supervisors to sign a Statement of Acceptance with the Federal Aviation Administration for grant funds to perform design engineering of Runway 14L/32R. As such, the Airports Division is requesting to execute a two year contract (January 18, 2017 through January 17, 2019) with Mead & Hunt for \$276,299 to perform the design engineering for the Runway 14L/32R rehabilitation project.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Airports Division is unable to execute a contract with Mead & Hunt the pavement on Runway 14L/32R will continue to deteriorate, which may impact pilot safety and the long-term ability to use this runway.

## ATTACHMENTS

Mead & Hunt CSA 14L-32R

## CONSULTING SERVICES AGREEMENT

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

This consulting services agreement ("Agreement") is dated January 18, 2017, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: *(check one)*

- Contra Costa County for its Department named below
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County Fire Protection District
- Housing Authority of the County of Contra Costa
- Contra Costa County Redevelopment Agency

(i) Department *(if applicable):* Public Works- Airport Division

(ii) Department Head means the individual named below or his or her designee *(check one):*

- Director of General Services
- Public Works Director/Chief Engineer
- Fire Chief
- Housing Authority Executive Director
- Director of Department of Conservation and Development

(iii) Agency Mailing Address: Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520  
Attn: Keith Freitas

(b) Consultant's Name & Address: Mead and Hunt, Inc.  
133 Aviation Blvd, Suite 100  
Santa Rosa, CA 95403  
Attn: Scott Van Gompel

(i) Type of Business Entity: Corporation  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: Wisconsin

(ii) Federal Taxpayer I.D. or SSN: 39-0793822

(iii) License Number: 77390

2. Project Name, Number, & Location: Runway 14L-32R Rehabilitation Design

3. Term. The effective date of this Agreement is January 18, 2017. It terminates on January 17, 2019 unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: \$276,299.00.

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- Health and Safety Code Section 13861 (*Fire Protection District*)
- Health and Safety Code Section 34314 (*Housing Authority*)
- Health and Safety Code Section 33125 (*Redevelopment Agency*)
- Other (*Specify*)

6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

- General Conditions (*always attached*)
- Special Conditions (*optional*)
- Appendix A: Scope of Services (*always attached*)
- Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

7. Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT**

**SIGNATURE A**

Consultant's Name:  
Mead & Hunt,  
a Corporation

**SIGNATURE B**

By \_\_\_\_\_  
(Signature of individual or officer)  
  
(Print name and title, if applicable)

By \_\_\_\_\_  
(Signature of individual or officer)  
  
(Print name and title, if applicable)

SEE ATTACHED

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature

(Notary's Seal)

Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT SIGNATURES**

**SIGNATURE A**

Consultant's Name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of individual or officer)

\_\_\_\_\_  
(Print name and title, if applicable)

**SIGNATURE B**

Consultant's Name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of individual or officer)

\_\_\_\_\_  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA                            )  
  )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ (Date),  
before me, \_\_\_\_\_ (Name and Title of Officer),  
personally appeared, \_\_\_\_\_,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)



AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By \_\_\_\_\_  
Board Chair/Designee

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

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

By \_\_\_\_\_  
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By \_\_\_\_\_  
Designee

By Katherine M. Andrews  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee



**GENERAL CONDITIONS**  
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
- (a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.
- (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
- (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
- (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.
- (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
- (c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.
- (d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
- (e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
- (f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.
- (g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.
12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.
18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or



**GENERAL CONDITIONS**  
(Consulting Services Agreement)

termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.
34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

**The following provisions apply only to projects using US Department of Transportation funds.**

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.
44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:
- (a) Certification. To the best of Consultant's knowledge and belief:
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

Section 44 be included in all contracts with subconsultants that exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

## **Special Conditions (Consulting Services Agreement)**

Consultant and Agency agree that the following Special Conditions are part of this Agreement.

As used in this Agreement, the terms "Consultant", "Contractor" and "Offeror" all mean Mead and Hunt, Inc.

As used in this Agreement, the terms "Agency", "Local Agency", "Sponsor", "County", and "Owner" all mean Contra Costa County.

As used in this Agreement, the term "Contract" has the same meaning as "Agreement" (as defined in the first paragraph of this Agreement).

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.
2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. Section 10(b) (Certificate of Insurance): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant's insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Agency a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant's failure to provide Department the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department."

4. Section 11(f) Payment Retention of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"(f) Payment Retention: Agency will not retain any funds."

5. Section 21 (Assignment) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, enter into subcontracts for



the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains consent to such subcontracting as required by Article X (Subcontracting) below, prior to entering into any subcontract. The LOCAL AGENCY'S Contract Administrator may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void. Notwithstanding the provisions of this Section 21, LOCAL AGENCY hereby consents to Consultant subcontracting with its subcontractors: (i) PLS Surveys, Inc. and (ii) Parikh Consultants, Inc. (each a "Subcontractor"); provided that no Subcontractor contract will include payment provisions greater than the amounts such Subcontractor is to be paid according to Attachment 1 to Appendix B of this Agreement. Consultant may request changes in the Subcontractors set forth in this Section 21, and in the Subcontractor rates set forth in Attachment 1 to Appendix B to this Agreement. Consultant shall provide County with at least thirty (30) days advance written notice of a proposed change in Subcontractors and Subcontractor rates. The requested change will become effective upon the execution of an administrative amendment by Consultant and County pursuant to Special Condition 32.1 (Administrative Amendments) of this Agreement. Any changes to Subcontractors shall not result in any increase in the payment limit specified in Section 4 (Payment Limit) of this Agreement."

6. Section 32 (Amendments) of the CSA General Conditions is hereby amended by adding the following language immediately following the end of the section:

"32.1. Administrative Amendments. Attachment 1 to Appendix B (Payment Provisions) of this Agreement and the approved Subcontractors under Section 21 (Assignment) as modified by these Special Conditions may be amended by an administrative amendment to this Agreement executed by Consultant and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Agreement or reduce the services Consultant is obligated to provide pursuant to this Agreement."
7. Federal Funding. Sections 42-44 (as amended herein) of the CSA General Conditions are applicable. This project is partially or fully funded by US DOT funds.
8. Contract Assurance (§26.13). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.
9. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each progress payment the prime contractor receives from Agency. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non-DBE subcontractors.
10. **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**
  - A. This contract shall go into effect on date specified in Section 3 Term of the Basic Terms, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on date specified in Section 3 Term of the Basic Terms, unless extended by contract amendment.
  - B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

11. **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)** The first paragraph of Section 11 (Payment) of the CSA General Conditions and Section 11(a) (Billing Statements) are hereby deleted in their entirety and replaced with the following:

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment 1 to Appendix B (“Cost Proposal”). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- E. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

*Contra Costa County Public Works Department  
Airports Division  
Attention: Natalie Olesen  
550 Sally Ride Drive  
Concord, CA 94520*

- H. The total amount payable by LOCAL AGENCY shall not exceed the amount specified in Section 4 (Payment Limit) of the Basic Terms, unless authorized by contract amendment.
- I. The total amount payable by LOCAL AGENCY shall not exceed the amount specified in Section 4 (Payment Limit) of the Basic Terms. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through this Agreement.
- J. All subcontracts in excess of \$25,000.00 shall contain the above provisions.

12. **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim).** Section 43 (Federal Cost Principles and Procedures) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.”
13. **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)** Section 17 (Record Retention and Auditing) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it’s certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.”
14. **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**
- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY’S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

**15. ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

**16. ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

**17. ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**



- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
18. **ARTICLE XIII CONFLICT OF INTEREST (Verbatim).** Section 28 (Conflicts of Interest) of the CSA General Conditions is hereby amended by adding the following language to the end of the section:
- “A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.”
19. **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**  
CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
20. **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim).** Section 44 (Prohibition of Expending Local Agency State or Federal Funds for Lobbying) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of

any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly."

## 21. **ARTICLE XVI STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

22. **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

23. **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions and any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

24. **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is undetermined. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.



- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

LAPM Exhibits 10-I, 10-O1, 10-O2, and 17-F are attached to this Agreement and incorporated herein.

## 25. **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work



actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

26. **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

27. **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

28. **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

29. Consultant Certification of Contract Costs and Financial Management System. Caltrans Local Assistance Procedures Manual Exhibit 10-K "Consultant Certification of Contract Costs and Financial Management System" is included as an attachment to this Agreement and is incorporated herein.

30. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

31. **CIVIL RIGHTS - GENERAL**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## 32. CIVIL RIGHTS (1964) - TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier as a result of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 33. **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**34. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**35. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**36. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.



3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**37. DISTRACTED DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**38. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

**39. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part

and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

40. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

41. **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

42. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

43. **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

44. **TERMINATION OF CONTRACT**

Without in any way limiting County's rights under Article VI (Termination) of these Special Conditions, Contractor agrees to the following:

**Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

**a) Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### 45. **TRADE RESTRICTION CLAUSE**

By submitting the offer that led to this Agreement, the Offeror is certifying the Offeror—

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on



- such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **Appendix A to Consulting Services Agreement Scope of Services**

### **A. Overview and General Requirements**

1. Agency intends to rehabilitate runway 14L-32R and to perform other related work as more fully described below. Professional engineering and construction management skills and services are essential for the proper and satisfactory execution of this project. For this reason, Agency is entering into this Agreement with Consultant.
2. As provided in Section 26 of the Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency's Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.
3. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, applicable State and Federal codes and regulations, and the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

### **B. Project Description**

The project is described as follows:

This Project includes Engineering and Construction Management Services required for construction of pavement rehabilitation on Runway 14L-32R at Buchanan Field Airport in conformance with Federal Aviation Administration (FAA) Standards and the Scope of Work detailed herein. Pavement rehabilitation includes the runway and associated exit taxiways.. Construction shall include pavement rehabilitation, shoulder grading, adjustment of edge lighting and guidance sign circuitry, as required, and pavement marking after pavement rehabilitation is complete. If authorized by the County, this Project will also include the application of enhanced holding position marking, signage, and surface painted signs on all taxiways providing access to the runways.

### **C. Time**

Consultant understands and agrees that time is of the essence in this Agreement and that the services shall start immediately upon full execution of this Agreement. Consultant shall perform the services expeditiously and with adequate forces and shall complete the services within the time specified in Sections 3 and 13 of the Agreement.

### **D. Scope of Services**

Consultants shall provide engineering and construction management services for the runway 14L-32R rehabilitation located at Buchanan Field Airport.

Consultant's services shall include, without limitation,

## **PROJECT MANAGEMENT (Phases I, II, III)**

Project Management involves those activities required for general administration, coordination, and quality control, including (but not limited to) the following activities:

1. GENERAL ADMINISTRATION

Consultant shall review all invoices, including subconsultant(s) invoices, for accuracy before preparing and submitting invoices per County requirements. Consultant shall review and submit subconsultant(s) insurance certificates per County requirements.

2. PREPARE CONTRACT AND SUBCONTRACTS

This includes preparing the Consultant-County contract and preparing subconsultant contracts.

3. COORDINATION (coordination with County, State, FAA, etc.)

Consultant shall coordinate with the subconsultants, Sponsor, State, FAA, and other applicable agencies to complete the work elements. Coordination includes, but is not limited to, developing and maintaining an up to date schedule and ensuring appropriate quality control measures are employed on all work performed by the Consultant and subconsultants.

4. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

Consultant understands this Project is expected to be partially funded by the FAA. Consultant is required to comply with Agency's Disadvantaged Business Enterprise Program (DBE) in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR). The Agency has not established a project-specific DBE goal. As the FAA requires DBE participation, Consultant will report the level of DBE participation on the SR Report form (Attachment 1- Appendix A) at the time of contract execution and monthly thereafter by electronic submission.

## **PHASE I. PRELIMINARY DESIGN CONCEPT REPORT**

5. TOPOGRAPHICAL SURVEYING

5.1 Coordination to Collect Existing Data and Locate Utilities

This task includes data collection and such as review of as-builts and available existing survey information in order to gather information on existing topography, facility and utility information. This also includes coordination for field utility locates with County and FAA. Coordination will be done with survey field crews to establish survey limits and coordination, survey schedule, and available survey control information.

5.2 Survey Control

Survey control will be established and used for design surveys. The Consultant, in collaboration with subconsultant, shall provide a drawing showing the location of the existing or established control for the Project. The Consultant shall perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. The Consultant shall establish runway end

coordinates and runway centerline alignments and tie these into the Project survey control. Survey control shall be established and protected for use by contractor during construction.

### 5.3 Field Work (Subconsultant)

Conduct topographic survey of the development area as required for design. Cross section will be taken along the runway at approximately 200-foot intervals and approximately 20 to 50-foot intervals at all intersecting taxiways and runways, as necessary.

### 5.4 Convert Survey Data for Design Software

Consultant shall analyze the topographical surveying data and prepare the data for use with computer modeling. Included are the following separate tasks:

- Establish design coordinates and alignments to be used for computer-aided design (CAD) drawings
- Verify survey data from previous project with latest field survey
- Verify surveyor horizontal and vertical control
- Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities
- Generate three-dimensional contour model from the DTM.
- Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

## 6. PREPARE FAA ADVISORY CIRCULAR 150/5300-13A ANALYSIS

Consultant shall use the topographical survey to analyze the existing pavement geometrics and surface with FAA Advisory Circular 150/5300-13A standards. Consultant shall provide an analysis of pavement rehabilitation alternatives ability to meet the current standards. Consultant shall only review the section(s) of the Advisory Circular that are applicable to the rehabilitation of the runway pavement.

## 7. GEOTECHNICAL INVESTIGATION

### 7.1 Coordination to Schedule Geotechnical Work

This task includes data collection, review of as-builts and available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical subconsultant to schedule work and establish any work constraint parameters.

### 7.2 Establish Project Testing Requirements

The Consultant shall determine the type and frequency of geotechnical testing required for the Project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft. The Consultant shall use this information to perform the following tasks:

- Determine soil boring locations and frequency of testing.
- Develop a Project sketch showing location and coordinates of borings.
- Determine soil sampling locations and types of soils testing required.

### 7.3 Field Work and Laboratory Testing (subconsultant)

Field investigation shall include approximately twenty-two (22) borings to a maximum of approximately ten (10) feet below the ground surface and the sampling of subgrade soils for laboratory analysis. Laboratory analysis shall include soil classification, moisture/density, up to two (2) Atterberg Limits, up to three (3) Gradations, up to three (3) Compaction Curves and up to three (3) CBR's (three-point). Results of the field and laboratory analysis will be detailed in a Geotechnical Report for inclusion in the Preliminary Design Report.

### 7.4 Analyze Data

After receiving the testing report from the geotechnical firm, the Consultant will analyze the data and any existing geotechnical data received from County, consisting of the following tasks:

- Review geotechnical recommendations.
- Determine appropriate data for pavement design.

## 8. PREPARE PROPOSED PAVEMENT DESIGN ALTERNATIVES REPORT

This task will consist of using information obtained in the Geotechnical Investigation to determine the pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, *Airport Pavement Design and Evaluation*. Particular consideration will be given to reusing existing material when practical.

The following effort will be completed under this task:

- Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is the most current version of FAARFIELD. Develop pavement design alternatives and make recommendations as to the most practical pavement section and/or rehabilitation alternative. Perform pavement design calculation with a total of up to three (3) pavement design alternatives, one (1) full reconstruction alternatives and two (2) overlay alternatives, traditional mill and overlay and cold in place recycling options.
- Evaluate pavement design alternatives using the guidelines and procedures provided in FAA Advisory Circular 150/5335-5C, Standardized Method of Reporting Pavement Strength – PCN
- Calculate sub-excavation or undercutting subgrade for stabilization, if necessary.
- Review proposed pavement analysis with FAA Engineer.
- Prepare pavement design narrative to describe the design procedure, historic design, and justification for the FAA and County.

## 9. PREPARE PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

### 9.1 Calculate Estimated Preliminary Quantities

The Consultant shall calculate necessary quantities for the various work items. Quantities will be consistent with the Specifications and acceptable quantity calculation practices. Electrical and drainage

improvements will not be evaluated as part of this Phase I but Consultant will include contingency line items in the OPCC for such items.

9.2 Prepare Preliminary OPCC

Consultant shall provide a preliminary OPCC based on record cost data and similar work. The OPCC shall include all costs for design, construction, construction administration, and Sponsor administration, for grant application purposes. The OPCC shall be included in the Preliminary Project Design Concept Report.

10. PREPARE PRELIMINARY DESIGN CONCEPT REPORT

The report will include a summary of the following:

- Project Description and Exhibits
- Evaluation of Existing Pavement Condition
- Evaluation of Applicable Pavement Design Geometrics
- FAA Advisory Circular 150/5300-13A Evaluation of Existing Pavement Characteristics
- FAA Advisory Circular 150/5340-30G Evaluation of existing Runway 14L-32R Light Configuration
- Evaluation of Topography and Surface Gradients per FAA Standards
- Pavement Rehabilitation Alternative Analysis and Recommendation
- Geotechnical Analysis and Subgrade Recommendations
- Preliminary OPCC
- Based upon costs and budget, Consultant will make recommendations as to the scope of the Project

11. PROJECT MEETINGS

The Consultant will arrange and lead the meetings for Phase I as described in the subtasks below. The Consultant will produce drawings and handouts as needed for the purpose of conducting each meeting and producing meeting minutes.

11.1 The Consultant shall conduct one (1) initial kickoff and site visit meeting with County during the Preliminary Design Concept Report phase.

11.2 The Consultant shall conduct two (2) meetings to review and discuss the draft and final Preliminary Project Design Concept Report with the County and FAA.

**Phase I Deliverables**

- Executed Contract
- Draft Preliminary Project Design Concept Report
- Final Preliminary Design Project Concept Report.
- Geotechnical Report (already in Design Report)

## **PHASE II. DESIGN (30%, 90%, Draft Final and Final)**

### 12. PREPARE PLANS

Upon Agency and FAA review and approval of pavement rehabilitation alternative (which is assumed to be Cold-in-Place Recycling), plan sheets and associated designs will be prepared depicting the proposed improvements approved as determined during the Preliminary Design Concept Report Phase I. The following list of drawings will be used as a guideline. Additional drawings shall be added during the Design phase, if required. Plans will be prepared for the 30%, 90%, draft final and final submittals.

#### **General:**

- G-001 Cover Sheet, Sheet Index and Symbols
- G-002 Legend and Abbreviations
- G-003 General Notes
- G-021 Project Layout Plan
- G-041 Survey Control Plan
- G-081 Construction Operations and Phasing Plan

#### **Geotechnical:**

- B-051 Plan and Log of Soil Borings

#### **Civil:**

##### **General**

- C-021 Erosion Control Plans
- C-031 Erosion Control Details
- C-051 Demolition Plans
- C-061 Demolition Details
- C-081 Geometrics
- C-091 Existing Contours

##### **Site**

- C-101 Grading and Drainage Plans
- C-141 Intersection Details
- C-201 Plan and Profiles
- C-301 Typical Sections
- C-311 Paving Details
- C-501 Portland Cement Concrete (PCC) Rehabilitation Details

##### **Marking**

- C-651 Marking Plans
- C-671 Marking Details

##### **X-Sections**

- C-901 Cross Sections

#### **Electrical:**

- E-101 Electrical Removals Plan
- E-201 Electrical Layout Plan
- E-301 Existing Signage Plan
- E-311 Proposed Signage Plan
- E-321 Sign Legend

E-601 Electrical Details

13. PREPARE SPECIFICATIONS

The Consultant will assemble the Specifications and Bid Documents for County use in obtaining bids for the work. The documents will meet current FAA Standards for AIP funded projects. Contract Documents will be prepared for the 90%, draft final and final submittals.

13.1 Review and Coordination of County prepared Bidding and Contract Documents

The Consultant will review Bidding and Contract Documents provided by the County including, but not limited to, invitation for bids (notice to bidders), instruction to bidders, proposal (bid form), list of subcontractors, FAA required certification forms, DBE requirements, suspension and debarments requirements, sample construction contract/agreement, bid bond, performance bond, and payment bond. This task will also include coordination necessary to put together a complete bid package.

13.2 Prepare FAA Required Provisions

The Consultant shall prepare FAA Required Provisions in conformance with current FAA Standards. This specification section shall include Requirements for Bids for AIP Contracts, Standard Federal Contract Clauses and Requirements for Construction Contracts, Standard Federal Equal Employment Opportunity Requirements, Requirements under the DBE Program, and Wage Rates.

13.3 Prepare FAA General Provisions (Advisory Circular 150-5370-10G)

The Consultant shall include and comply with FAA Provisions for all projects funded with federal grant monies through Airport Improvement Project, as established within the grant assurances. County Standard General Provisions shall be reviewed for conflicts with FAA requirements and recommended modifications will be submitted to the County for approval.

13.4 Prepare Special Provisions for Airport Construction.

The Consultant shall prepare Special Provisions to address, or expand on, conditions specific to airports that require additional clarification. They will include but are not be limited to the following items:

- General Safety Requirements, Airfield Safety and Traffic Control
- Record Drawings
- Access and Security
- Time Limitations
- Barricades and Runway Closure Markings
- Radio Communication
- Work Hour Limitations
- Liquidated Damages
- Storm Water Pollution Prevention Plan (SWPPP) Requirements and Guidance for Contractor

13.5 Prepare Technical Specifications



Standard FAA Specifications will be utilized where possible. County or Caltrans Standard Specifications will be used for items not covered by the FAA Standard Specifications. Additional Specifications will be prepared in conformance with industry standards, to address work items or materials that are not covered by the FAA, Caltrans, or County Specifications. The Technical Specifications will include but not be limited to the following items:

- Mobilization
- Asphalt Crack Repair and Seal
- PCC Joint and Crack Seal
- Miscellaneous Demolition and Removal
- Pavement Pulverization and Recycled Base
- Pavement Cold Milling
- Cold-in-place Asphalt Recycling Asphalt Concrete
- Earthwork and Site Preparation, Item P-152
- Lime/Cement Treated Subgrade, Item P-155
- Temporary Air and Water Pollution, Soil Erosion and Siltation Control, Item P-156
- Crushed Aggregate Base Course, Item P-209
- Bituminous Prime Coat, Item P-602
- Bituminous Tack Coat, Item P-603
- Asphalt Concrete Surface Course, Item P-401
- Asphalt Concrete Base Course, Item P-403
- Prime Coat, Item P-602
- Tack Coat, Item P-603
- Pavement Marking, Item P-620
- Installation of Underground Cable, Item L-108
- Installation of Underground Electrical Duct, Item L-110
- Taxiway and Runway Edge Lights and Signs, Item L-125
- Miscellaneous Electrical Removals

14. PREPARE 30%, 90%, DRAFT FINAL AND FINAL SURFACE DESIGN

Using the topographic survey, the Consultant shall perform a complete surface design for the entire runway and shoulder surfaces, all taxiway connector transitions and runway intersections, when impacted by the Runway 14L-32R pavement surface design (eleven (11) total taxiway connectors, Runway 1L-19R and Runway 1R-19L intersections). Consultant will perform a final Advisory Circular 150/5300-13A review, with the preferred alternative and final design of all tie-ins to the existing runway and taxiway pavements that are to remain.

Not included in this scope of work is a surface drainage and storm sewer design review based on the FAA Advisory Circular 150/5320-5D, Surface Area Design. It is assumed that the existing storm sewer drainage system is adequately sized and is beyond the scope of the Project. The proposed design will not significantly alter the existing surface drainage patterns or systems for Runway 14L-32R.

15. PREPARE 30%, 90%, DRAFT FINAL AND FINAL LIGHTING LAYOUT, HOLD POSITION SIGN AND MARKING MODIFICATIONS AND CIRCUIT CALCULATIONS

The Consultant will establish the lighting layouts and equipment necessary to meet FAA criteria and standards and to meet the National Electrical Code. The recommendation may require a modification to standards or relocation of airfield electrical facilities and markings. Included for this work item are the following tasks:

- Site visit to inventory existing conditions and equipment
- Provide alternative marking and sign layouts for County and FAA review
- Prepare electrical system design modifications to incorporate preferred alternative
- Determine sign legends and sign sizes, if not being reused
- Layout conduit locations and sizes
- Determine functional characteristics of proposed system (e.g. voltage/current, facility control, etc.).
- Calculate voltage drop and estimate wire size to meet the National Electrical Code.
- Calculate fault current.
- Calculate regulator, transformer, and control equipment sizes.
- Prepare narrative discussion (layout, equipment selection, sizes, and electrical calculations)

16. PREPARE PAVEMENT MARKING DESIGN

Consultant will prepare marking designs for Runway 14L-32R and all impacted pavements. Also included in the pavement marking design will be modifications identified in Section 15.

17. EROSION CONTROL PLAN

The Consultant will develop an Erosion Control Plan for the Project that is in accordance with BEST management practices. The plan will detail types of erosion control measures recommended for the site. The Contractor shall prepare the Storm Water Pollution Prevention Plan.

18. PREPARE PRELIMINARY ENGINEER'S DESIGN REPORT (EDR) FOR 90% SUBMITTAL

Consultant shall prepare a preliminary Engineer's Design Report to include the summary of the Project scope, geometrics, pavement design, electrical design, drainage design, pavement marking, environmental issues, construction phasing plans, and a Project schedule. The EDR will also contain details on alternative design concepts that were investigated as part of the preliminary design effort and recommendations on alternatives to pursue. An analysis of the impacts of construction on airport operations will be included, as well as an Engineer's OPCC. This report will also discuss funding, budget, strategies for bidding the project and potential use of bid alternates. The information will be presented in a report format for review by the Agency and FAA.

19. PREPARE FAA FORM 7460

Consultant will complete and submit electronically a FAA FORM 7460 notice of proposed construction or alteration as per FAA guidelines for the proposed project.

20. PREPARE SPONSOR CERTIFICATIONS, JUSTIFICATIONS FOR MODIFICATIONS TO FAA STANDARD SPECIFICATIONS, AND MODIFICATION OF AIRPORT CONSTRUCTION STANDARDS

Consultant will prepare sponsor certifications and, as necessary, justifications for modifications to FAA standard specifications, and modification of airport construction standards to include, but not limited to:

- Required sponsor certifications verifying the plans and specifications were developed in accordance with Federal guidelines, and the equipment/construction certification.
- If any additions or modifications to FAA Standards (General Provisions and/or Technical Specifications) are required, Consultant shall prepare justifications as needed.
- If necessary, Consultant will also prepare a Request for Modification of Airport Construction Standards. The certification will discuss modifications required under the bid package(s). The certification will be submitted to the Agency for acceptance. Signed copies will be forwarded to the FAA along with final plans, contract documents, and Engineer's Design Report. Any justifications or modifications to documents will be included in the final Engineer's Design Report.

21. PREPARE AND SUBMIT FINAL ENGINEER'S DESIGN REPORT

Consultant shall prepare and submit Engineer's Design Report (EDR) for final submittal in conformance with FAA requirements. The report will include a summary and explanation of the Project design including (as applicable) geometrics, pavement and electrical design, drainage design, pavement marking, environmental issues, phasing plans, and a project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. The final Engineer's cost estimate will be included, as well as details for bidding the Project and any recommended bid alternates.

22. PREPARE A CONSTRUCTION SAFETY PHASING PLAN (CSPP)

Consultant shall prepare a Construction Safety Phasing Plan (CSPP) in conformance with FAA Standards (Advisory Circular 150/5370-2F). The CSPP shall include a Safety Plan Compliance Document, Construction Safety and Phasing Plan Sheet(s) and address the following items, as applicable:

- Phasing and time limitations
- Areas and operations affected by construction
- Wildlife management
- Hazardous materials management
- Inspection requirements
- Marking and signs for access routes
- Protection of runway and taxiway critical areas

23. PROJECT MEETINGS

The Consultant will arrange and lead the meetings for Phase II as described in the subtasks below. The Consultant will produce drawings and handouts as needed for the purpose of conducting each meeting..

- Six (6) coordination meetings will be held to discuss schedule, design progress and answer specific design questions that either the Airport or Consultant have
- Four (4) Design Progress Meetings will be held, one (1) after the 30% plan submittal and one (1) after the draft final submittal. One (1) in person Design Review Meeting and one (1) site visit will be held after the 90% submittal

**Phase II Deliverables**

- 30% Plans, and OPCC estimate
- 90% Plans, Specifications, and Contract Documents
- 90% Preliminary EDR
- Draft Final Plans, Specifications and Contract Documents
- Final Draft Final Plans, Specifications and Contract Documents
- Final EDR
- Final CSPP – Submitted electronically to FAA portal and will be included in Final Contract Documents as an appendix.

**PHASE III. BID ADMINISTRATION**

24. RESPOND TO BIDDERS QUESTIONS

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the Project. This item also includes contacting bidders to generate interest in the Project, if requested by the County.

25. PREPARE AND DISTRIBUTE ADDENDA

Consultant will support Agency in preparing one (1) bid addendum (if needed) as appropriate to interpret, clarify, or change the Bidding Documents as required by Agency or the FAA. Consultant will make available to Agency appropriate text for Agency issued addendum for distribution to plan holders via electronic mail, delivery service, or hand delivery. If Agency requests any addenda that are required as a sole result of the Agency's error or omission, or FAA request, Consultant's work will be considered extra services, and the Consultant will be reimbursed for its work through an amendment to this contract.

26. PRE-BID CONFERENCE

The Project Manager and Project Engineer will attend County conducted Pre-Bid Conference with potential contractors and the County to review the Project and answer questions. The conference will be conducted at the Airport and will include a site inspection.

27. BID REVIEW AND BID TABULATION

Consultant shall advise the County as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the County as to the acceptability of the Apparent Low Bidder.

28.0 PREPARE RECOMMENDATION FOR AWARD LETTER

The Consultant will prepare a Recommendation of Award letter for the County to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the County can pursue to complete the Project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the County.

**Phase III Deliverables**

- Bid Advertisement and Bid Documents
- Addenda (as needed)
- Pre-Bid Conference Meeting Minutes
- Bid Tabulation
- Recommendation of Award

**SCHEDULE OF COMPLETION FOR ALL PHASES**

All work called for under Phase I – Preliminary Design Concept Report shall be completed within fifty (50) working days from the date of the County Notice to Proceed with the work. The 30% submittal described in Phase II - Design, shall be completed within twenty (20) working days from the date of the County Notice to Proceed with the work. The 90% submittal detailed in Phase II- Design shall be made within forty (40) working days from receipt of County review comments on the 30% submittal. The Draft Final Contract Documents shall be completed within fifteen (15) working days of receipt of County's review comments on the 90% submittal. Consultant shall complete the Final Contract Document within ten (10) working days of the receipt of County's review comments on the Draft Final submittal. Consultant will complete the work described in Phase III- Bid Administration, in conformance with the bid period as described in the bid documents. The post bid opening tasks (Bid Tabulation and Recommendation of Award) will be completed within five (5) working days of receipt of the scanned bid results from Agency

## **Appendix B to Consulting Services Agreement Payment Provisions, Project Personnel and Billing Rates**

### **I. PAYMENT PROVISIONS**

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Phase 1: \$99,135.00 (35.9% of Payment Limit)
2. Phase 2: \$168,014.00 (60.8% of Payment Limit)
3. Phase 3: \$9,150.00 (3.3% of Payment Limit)
4. Not Applicable: \$ ( % of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

Express delivery/shipping services, equipment (including drill rig, cone penetrometer rig, and surveying equipment), disposal, testing, permits, reproduction services, travel to and from the job site (including air travel, sustenance, lodging, mileage, and rental car), and other direct expenses that are approved by Agency in advance and in accordance with Special Conditions Section 11(B) and 11(C).

E. All other expenses (*i.e.*, those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its

subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

- F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

## II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

Consultant:

Mead and Hunt, Inc. is the primary engineering contractor.

Subconsultant:

PLS Surveys, Inc. (PLS)- Surveyor consultant shall perform a field topographic survey of portions of Runway 14L/32R as specified by Mead and Hunt. PLS shall verify runway end coordinates, locate runway centerline alignments, all taxiway markings, all lights, signs and foundations with the area specified by Mead and Hunt.

Subconsultant:

Parikh Consultants, Inc.(Parikh)- Geotechnical consultant will provide the geotechnical investigation to verify existing pavement sections for the rehabilitation or reconstruction areas of taxiways. Parikh will obtain core samples from the taxiway areas and evaluate the existing pavement condition.

See attached Billing Rate and Fee Schedules for Mead and Hunt, PLS, and Parikh. ( Attachment 1 to Appendix B)

In no event will the Agency's total payment to Consultant for each phase of the project exceed the amount listed below without prior written authorization of the Agency:

Phase I: Preliminary Project Design Concept Report	\$99,135.00
Phase II: Design Services	\$168,014.00
Phase III: Bid Administration Services.	\$9,150.00
TOTAL	\$276,299.00



## Fee Schedule

### Mead & Hunt, Inc.

#### Standard Billing Rates

Clerical.....	\$77.00 / hour
Interior Designer, Technical Editor .....	\$103.00 / hour
Senior Editor .....	\$152.00 / hour
Registered Land Surveyor .....	\$117.00 / hour
Accounting, Administrative Assistant.....	\$95.00 / hour
Technician I, Technical Writer .....	\$88.00 / hour
Technician II, Surveyor - Instrument Person .....	\$103.00 / hour
Technician III .....	\$111.00 / hour
Technician IV .....	\$134.00 / hour
Senior Technician .....	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I .....	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$133.00 / hour
Engineer III .....	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner .....	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner .....	\$216.00 / hour
Senior Associate .....	\$263.00 / hour
Principal .....	\$273.00 / hour
Senior Client/Project Manager.....	\$273.00 / hour

#### Expenses

Geographic Information or GPS Systems .....	\$32.00 / hour
Total Station Survey Equipment .....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost
Such as reproductions, sub-consultants / contractors, etc.	

#### Travel Expense

Company or Personal Car Mileage .....	\$0.575 / mile
(or Current Federal Rate)	
Air and Surface Transportation.....	cost
(with prior County approval, receipts required)	
Lodging and Sustenance (per diem or Current State Rate).....	\$183.00
(with prior County approval, receipts required)	

#### Out-of-Office Work

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

PARIKH CONSULTANTS, INC.

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Subconsultant Name Parikh Consultants, Inc

Title/Classification	Hourly Rate
Project Manager	\$ 274.12
Project Engineer	\$ 197.70
Sen. Engineering Geologist	\$ 195.32
Project Engineer	\$ 126.18
Sen Staff Engineer	\$ 93.91
Field Engineer (PW)	\$ 128.91
Laboratory Technician	\$ 93.73
Draftsperson	\$ 102.23
Contract Manager	\$ 174.50

PW= Prevailing wage will depend on the DIR determination number and the rate prescribed.

2. Reimbursables

Mileage	at Current IRS Rate
Drill Rig (at cost)	\$3500/shift
Cone Penetrometer Rig (at cost)	\$4200/shift
Cutting Disposal (at cost)	\$350/drum (non-contaminated)
Dynalect Testing Vendor	\$ Quote
Contra Costa Env. Health Permit	at cost
Traffic Control (at cost)	\$2000/8 hours
Travel (IRS allowance)	at Current IRS Rate
Hotel and Food	at Current IRS Rate
Reproduction (outside vendor)	at cost
Shipping	at cost

Direct costs cannot be controlled beyond 2015 rates as they are provided by outside vendors.

Vendors are not obligated by any contract rates or terms & conditions and their rates will also be dictated by the DIR prevailing wage.

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. PLS Surveys, Inc.

Title/Classification	Hourly Rate
Clerical	\$ 75.00
Two Man Field Crew	\$ 225.00
CAD Drafter	\$ 120.00
Registered Land Surveyor	\$ 185.00

2. Reimbursables

Mileage:	at Current IRS Rate
Parking/Tolls:	Included in Hourly Rate
Travel/Hotel/Food:	Included in Hourly Rate
Photocopies/Printing:	Included in Hourly Rate
Postage/Express Mail:	Included in Hourly Rate



Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency			4. Contract Completion Date		
5. Contractor/Consultant		6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____						16. TOTAL	

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

---

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Claims

---

**RECOMMENDATION(S):**

DENY claims filed by Eduardo Buenrostro and Diana Reyes, Christopher Burish, Damon Burks, Andres Blest, Jr., Greg Davie, Estate of Roshel Madlangbayan, Ronaldo & Sherlyn Madlangbayan, and Diane Quaid.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

\*

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Joellen Bergamini  
925.335.1906

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 17, 2017

Subject: Public report of litigation settlement agreements that became final during the period of December 1, 2016, through December 31, 2016.

---

**RECOMMENDATION(S):**

RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2016, through December 31, 2016, as recommended by County Counsel.

**FISCAL IMPACT:**

Settlement amounts are listed below.

**BACKGROUND:**

Two agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of December 1, 2016, through December 31, 2016.

Lawrence Nunes v. Contra Costa County Fire Protection District, CCC Sup. Ct. Case No. C13-01475. On December 20, 2016, the Board approved settlement of this employment lawsuit. Settlement in the amount of \$75,000, inclusive of attorneys fees and costs, was authorized in closed session by a 4-0 vote, Supervisor Glover absent. The settlement agreement was fully executed on December 20, 2016. The funding source is the Risk Management Liability Internal Service Fund.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Thomas Geiger, (925)  
335-1800

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel, Sharon Hymes-Offord, Risk Manager



BACKGROUND: (CONT'D)

Randy David Ray Robertson v. Contra Costa County, et al., USDC Case No. C15-02549 WHO (N.D. Cal.). On November 15, 2016, the Board approved settlement of this lawsuit involving a civil detainee at the Martinez Detention Facility. Settlement in the amount of \$210,000, inclusive of attorneys fees and costs, was authorized in closed session by a 3-0 vote, Supervisors Piepho and Glover absent. The settlement agreement was fully executed on December 6, 2016. The funding source is the Risk Management Liability Internal Service Fund.

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.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: ACCEPT Board Members meeting reports for December 2016

---

**RECOMMENDATION(S):**

ACCEPT Board members meeting reports for December 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 had nothing to report for the month of October 2016.

**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: **01/17/2017**  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: January 17, 2017

Contact: Joellen Balbas  
925.335.1906

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

By: , Deputy

cc:

## ATTACHMENTS

District I December 2016 Report

District II December 2016 Report

District IV December 2016

Report

District III December 2016 Report

## **Supervisor John Gioia**

December – 2016 Monthly Meeting Statement

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.)

Meeting Date: December 1st & 2nd, 2016

Meeting: CSAC 122<sup>nd</sup> Annual Meeting

Location: Riverside County

Supervisor Gioia sought reimbursement from the County for one meeting that he attended in his capacity as a County Supervisor during the month of December, 2016.

## Supervisor Candace Andersen – Monthly Meeting Report *December 2016*

Date	Meeting	Location
1	CSAC Conference	So. California
2	EBRCSA	Dublin
4	Alamo Tree Lighting	Alamo
5	DVOC	San Ramon
6	BOS Meeting	Martinez
6	Walnut Creek City Council	Walnut Creek
6	Danville Town Council	Danville
7	Saranap Meeting	Walnut Creek
8	East Bay EDA	Alameda
8	TWIC	Martinez
8	CCCSWA	Walnut Creek
9	Joint Conf Committee	Martinez
12	Public Protection	Martinez
12	Internal Ops	Martinez
12	Family & Human Services	Martinez
12	SWAT	Danville
13	Board of Supervisors	Martinez
13	Orinda Council	Orinda
14	CCCERA	Concord
14	LAFCO	Martinez
14	Mental Health	Concord
14	Moraga Town Council	Moraga
15	CCCTA	Concord
19	DVOC	San Ramon
20	BOS Meeting	Martinez

**Supervisor Karen Mitchoff  
December 2016**

<b>DATE</b>	<b>MEETING NAME</b>	<b>LOCATION</b>	<b>PURPOSE</b>
12/1/2016	CSAC Annual Meeting	Palm Springs	Annual Conference
12/5/2016	Meeting regarding water	Pittsburg	Water Advocacy
12/6/2016	Board of Supervisors Meeting	Martinez	Decisions on agenda items
12/6/2016	Concord City Council	Concord	Community Outreach
12/7/2016	BAAQMD Meeting	San Francisco	Decisions on agenda items
12/7/2016	ABAG Regional Planning Committee	San Francisco	Decisions on agenda items
12/7/2016	CCTA Planning Committee Neighborhood Transformation	Walnut Creek	Decisions on agenda items
12/8/2017	Leadership BAAQMD Legislative Committee	Sacramento San	Water Advocacy
12/12/2017	Meeting	Francisco	Decisions on agenda items
12/13/2017	Board of Supervisors Meeting	Martinez	Decisions on agenda items
12/14/2017	Walnut Creek Oversight Meeting	Walnut Creek	Decisions on agenda items
12/14/2017	Airport Committee Meeting	Concord	Decisions on agenda items
12/14/2017	CCTA Board Meeting	Walnut Creek	Decisions on agenda items
12/15/2017	BAAQMD Mobile Source Meeting	San Francisco	Decisions on agenda items
12/15/2017	ABAG Executive Board Meeting	San Francisco	Decisions on agenda items
12/19/2017	Pleasant Hill City Council Meeting	Pleasant Hill	Community Outreach
12/20/2017	Board of Supervisors Meeting	Martinez	Decisions on agenda items

**Supervisor Mary Nejedly Piepho - December 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-Dec	CSAC Annual Conference	Palm Springs	Business Meeting
2-Dec	CSAC Annual Conference	Palm Springs	Business Meeting
6-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
6-Dec	Housing Authority Meeting	Martinez	Business Meeting
6-Dec	Contra Costa County Fire Protection District Meeting	Martinez	Business Meeting
6-Dec	Finance Committee Meeting	Martinez	Business Meeting
7-Dec	Constituent Meeting	Brentwood	Business Meeting
7-Dec	Meeting with BALT, Tom Bloomfield	Brentwood	Business Meeting
7-Dec	Holiday Open House	Brentwood	Constituent Outreach
8-Dec	Transportation, Water & Infrastructure Committee Meeting	Martinez	Business Meeting
8-Dec	Marsh Creek Multi-Use Trail Meeting	Clayton	Business Meeting
9-Dec	Delta Counties Coalition Phone Meeting	Brentwood	Business Meeting
9-Dec	East Contra Costa County Habitat Conservancy Meeting	Brentwood	Business Meeting
13-Dec	Phone Meeting with Delta Water Agencies	Brentwood	Business Meeting
13-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
13-Dec	Meeting with County Administrator, David Twa	Martinez	Business Meeting
14-Dec	* Phone Meeting with Delta Stewardship Council Staff	Brentwood	Business Meeting
14-Dec	Airport Committee Meeting	Concord	Business Meeting
14-Dec	LAFCO Meeting	Martinez	Business Meeting
14-Dec	Tri Delta Transit Meeting	Antioch	Business Meeting

15-Dec	* Delta Stewardship Council Meeting	Sacramento	Business Meeting
20-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
20-Dec	Constituent Meeting	Martinez	Business Meeting
23-Dec	Delta Counties Coalition Phone Meeting	Brentwood	Business Meeting
30-Dec	Delta Counties Coalition Phone Meeting	Brentwood	Business Meeting

\* Reimbursement may come from an agency other than Contra Costa County





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: APPROVE the Board Meeting minutes for October, November and December 2016

---

**RECOMMENDATION(S):**

APPROVE Board meeting minutes for October, November and December 2016, as on file with the Office of the Clerk of the Board.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded.

**CONSEQUENCE OF NEGATIVE ACTION:**

Contra Costa County will fail to meet the requirements of Government Code Section 25101(b).

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Joellen Balbas  
925.335.1906

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 17, 2017

Subject: Proclaiming January, 2017 as Slavery and Human Trafficking Prevention Month in Contra Costa County

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lynn Enea, (925)  
335-8200

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Eligibility Worker Month

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2017/9

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

In the matter of:

**Resolution No. 2017/9**

**Eligibility Worker Month**

WHEREAS, Contra Costa County promotes a vision of a thriving community where all individuals and families can be healthy, safe, secure, and self-sufficient; and  
WHEREAS, Eligibility Workers at the Employment & Human Services Department support Contra Costa County residents struggling to obtain such basic needs as food, shelter, healthcare and transportation; and  
WHEREAS, despite the enormous challenges of being on the frontlines of assisting those in need, Eligibility Workers continue to dedicate themselves to making a difference in the lives of our citizens through compassion, collaboration and the dissemination of information; and  
WHEREAS, the Eligibility Workers in Contra Costa County are experts in the primary benefit programs of CalFresh, CalWORKs, Welfare-to-Work, Medi-Cal, General Assistance, Foster Care, Adoption Assistance Program, and KinGAP; and  
WHEREAS, all programs have complex applications, and eligibility and case management processes; and  
WHEREAS, Eligibility Workers in Contra Costa County interview customers to obtain critical information by which to determine eligibility as well as assist customers to receive benefits to which they may be entitled; and  
WHEREAS, Eligibility Workers conduct home visits to aged and severely impaired individuals to determine Medi-Cal eligibility for In-Home Supportive Services (IHSS) applicants and recipients in Contra Costa County; and  
WHEREAS, on a daily basis, eligibility staff interact with and assist customers from various socio-economic, ethnic and cultural backgrounds, often under adverse conditions and in highly stressful situations; and  
WHEREAS, given the Department's "no wrong door" policy, Eligibility Workers in Contra Costa County are meeting the challenge of becoming multi-program workers; and  
WHEREAS, Eligibility Workers effectively fulfill the mission of the human services profession by enhancing the wellbeing of our residents with the provision of basic needs, as well as by identifying additional needs and referring customers to programs and services that support self-sufficiency; and  
WHEREAS, Eligibility Workers in Contra Costa County provide assistance with humanity and sensitivity, upholding the Department's values of exceptional customer service, open communication, innovation, ethical behavior, and diversity.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim January 2017 as Eligibility Workers Month in Contra Costa County, and calls upon citizens to recognize Eligibility Workers for the significant difference they make in the lives of needy families and individuals through their profession.

\_\_\_\_\_  
**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 17, 2017

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 17, 2017

Subject: Resolution recognizing Chinese American Cooperation Council

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lauri Byers, (925)  
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.  
2017/11



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

**In the matter of:  
recognizing the Chinese American Cooperation Council.**

**Resolution No. 2017/11**

**Whereas**, since the founding of the Chinese American Cooperation Council in 2003, the organization has continuously thrived in becoming exciting and influential to the community and to serving all citizens; and

**Whereas**, the dedicated volunteers of the Chinese American Cooperation Council (CACC) have worked diligently to make all of the achievements possible today; and

**Whereas**, the CACC promotes cultural heritage and enhances friendship in the Chinese American community and facilitates the cultural and business exchanges between the United States and China; and

**Whereas**, the 14th Annual Chinese American Culture Day Celebration to celebrate the beginning of the Chinese Lunar Year of the Rooster is a very meaningful tradition and the largest Chinese community event in the Tri-Valley area.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate the **Chinese American Cooperation Council** for *their dedication in the past and in the future.*

\_\_\_\_\_  
**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 17, 2017

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Todd Billeci, County Probation Officer  
Date: January 17, 2017

Subject: RECOGNIZING AND HONORING JAMES RIVERS FOR HIS SERVICE TO CONTRA COSTA COUNTY AND  
BEING AWARDED THE JEFFERSON AWARD FOR PUBLIC SERVICE

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Danielle Fokkema,  
925-313-4195

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2017/14

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

In the matter of:

**Resolution No. 2017/14**

**RECOGNIZING AND HONORING JAMES RIVERS FOR HIS SERVICE TO CONTRA COSTA COUNTY AND FOR BEING AWARDED THE JEFFERSON AWARD FOR PUBLIC SERVICE**

WHEREAS James Rivers has served the youth of Contra Costa County for nearly 20 years as a Probation Counselor, a Deputy Probation Officer, an Institutional Supervisor I, an Institutional Supervisor II, and now, Probation Manager; and

WHEREAS, James Rivers was recently chosen to receive the KPIX, Channel 5, Jefferson Award for Public Service; and

WHEREAS, the Jefferson Award selection committee's guiding principles are: impact, inspiration, sustainability, innovation, and need; and

WHEREAS, in 2016, James took on the epically large task of leading the design and implementation of a behavior management system that incorporates a strengths-based approach and evidence-based practices; and

WHEREAS, the design process meant constant tinkering based on interactions with probation unit staff and senior leadership as well as consultants and leaders in academia such as Edward LaTessa, Ph.D. (University of Cincinnati) and Barry Krisberg, Ph.D. (University of California, Berkeley); and

WHEREAS, James Rivers has played an instrumental role in ushering in an era of rehabilitation-focused juvenile justice reform in Contra Costa County; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby recognize and honor James Rivers for being awarded the Jefferson Award for Public Service.

\_\_\_\_\_  
**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 17, 2017

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Recognizing February as American Heart Month

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/17 recognizing February as American Heart Association month, as recommended by the Health Services Director.

**BACKGROUND:**

February has been nationally recognized as American Heart Month. This resolution encourages all residents of Contra Costa County to learn the risks of cardiovascular disease, to stay fit through exercise and good nutrition, to know the signs of Stroke, Heart Attack and Sudden Cardiac Arrest, to learn critical lifesaving skills such as CPR and AED use, to call 9-1-1, to “Act in Time” when a cardiovascular emergency occurs and encourage all communities to become HeartSafe Communities.

Heart disease is the leading cause of death in the United States, killing more than 600,000 Americans each year. And it’s why the entire month of February is dedicated to raising awareness of heart health. These community education efforts are part of the Contra Costa Emergency Medical Services Cardiac Arrest, Stroke and STEMI Systems of Care Program initiatives. You should also know:

- Cardiovascular disease kills more people each year than cancer, lower respiratory diseases and accidents.
- Cigarette smokers are

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia Frost,  
925-646-4690

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

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Pat Frost

BACKGROUND: (CONT'D)

two to three times more likely to die from coronary heart disease than nonsmokers.

- Heart disease is the number one killer in women age 20 and over, killing approximately one woman every minute.
- Heart disease killed 631,636 people in 2006.

During the month of February, Contra Costa Emergency Medical Services and our EMS System Fire, Ambulance and Hospital partners are helping spread the word about living a heart healthy lifestyle. Join the effort by doing the following:

- Encourage your friends and co-workers to wear red on National Wear Red Day—Friday, February 3.
- Display table tents with heart facts and heart health information in your café, lobbies and office.
- Post flyers around your hospital or workplace to promote Heart Awareness month.
- Pass out red dress pins from AHA to friends, associates, patients and visitors.
- Host a heart health booth in your hospital or workplace on National Wear Red Day displaying heart health information.

CONSEQUENCE OF NEGATIVE ACTION:

February 2017 will not be recognized by the Board as American Heart Association month in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution No. 2017/17

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

In the matter of:

**Resolution No. 2017/17**

**Recognizing February as American Heart Month**

WHEREAS, the month of February has been proclaimed by the President as “American Heart Month”; and  
WHEREAS, over 400,000 Americans die from heart disease each year, more than breast cancer, lung cancer, prostate cancer and AIDS combined; and

WHEREAS, over 92% of those suffering sudden cardiac arrest die before reaching the hospital; and

WHEREAS, chances of survival are increased dramatically if cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) resources are available and utilized within the first three to seven minutes after sudden cardiac arrest; and

WHEREAS, the goal of American Heart Month is to raise awareness of heart disease, prevention and treatment; and

WHEREAS, it is appropriate to increase awareness of how to prevent cardiovascular disease and the appropriate intervention should an individual suffer from cardiovascular disease; and

WHEREAS, it is appropriate to increase awareness of the value of CPR training and encourage placement of AEDs in public places; and

WHEREAS, the American Heart Association and the Contra Costa County Emergency Medical Services Agency advocate the “Chain of Survival,” which represents the five crucial links of the emergency treatment of sudden cardiac arrest. The links are:

Early Access to Care \* Early CPR \* Early Defibrillation \*

Effective Advanced Life Support \* Integrated Post Cardiac Arrest Care

WHEREAS, Contra Costa County Emergency Medical Services is committed to strengthening the links in the chain of survival in the County; and supports widespread CPR training, and public access defibrillation (PAD) and HeartSafe Community programs; and

WHEREAS, Contra Costa County communities are working to make where their citizens live, work, shop and play HeartSafe:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors designates February as American Heart Month in Contra Costa County, encouraging all residents of Contra Costa County to learn the risks of cardiovascular disease, to stay fit through exercise and good nutrition, to know the signs of Stroke, Heart Attack and Sudden Cardiac Arrest, to learn critical lifesaving skills such as CPR and AED use, to call 9-1-1, to Act in Time when a cardiovascular emergency occurs and encouraging each community to become a HeartSafe Community.

\_\_\_\_\_  
**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 17, 2017

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 17, 2017

Subject: Resolution honoring Brenda Oum as the 2017 Lafayette Marquis Business Person of the Year.

---

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lauri Byers, (925)  
957-8860

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

By: , Deputy

cc:



ATTACHMENTS

Resolution No.  
2017/20

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

In the matter of:

**Resolution No. 2017/20**

**recognizing Brenda Oum, 2017 Lafayette Marquis Business Person of the Year.**

**Whereas**, when Brenda Oum was five years old, she and her family were forced from her home in Cambodia by the Khmer Rouge army, along with her mother, two brothers and sister they joined millions on the four-day death march from Phnom Penh traveling on foot to what has become known as the “killing fields”; and

**Whereas**, Brenda and her family crossed the border into Thailand to a Thai refugee camp where she met her husband and co-owner of Papillon, Tom, she then traveled to America after her escape from Thailand in 1987; and

**Whereas**, Brenda, Tom and their daughters run the daily operations at Papillon, meeting and greeting their loyal daily customers who have grown to appreciate and regard Brenda and Tom’s life story; and

**Whereas**, Brenda is a model for what one can achieve through hard work and a warm and welcoming atmosphere.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor Brenda Oum for her loyalty to her family, customers and the Lafayette community.

\_\_\_\_\_  
**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 17, 2017

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Property Tax Administrative Cost Recovery

---

**RECOMMENDATION(S):**

1. RECEIVE the 2016-2017 report of the Auditor-Controller that contains the property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board for the 2015-2016 fiscal year, as required by Resolution No. 97/129;
2. FIX March 7, 2017 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs;
3. DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing; and
4. DIRECT the Clerk of the Board to prepare and publish the required legal notice and make supporting documentation available for public inspection.

**FISCAL IMPACT:**

None. The report details the property tax-related costs of the County in fiscal year 2015-2016 in order to determine the amount of cost recovery in fiscal year 2016-2017. The determination of the property tax administrative costs will occur at the hearing on March 7, 2017.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Lisa Driscoll (925)  
335-1023

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller

BACKGROUND:

In 1997, the Board of Supervisors adopted Resolution No. 97/129 which provides procedures for property tax administrative cost recovery. The recommended actions are necessary for implementation of Resolution No. 97/129 for the current fiscal year.

CONSEQUENCE OF NEGATIVE ACTION:

If the hearing is not set to consider and adopt the finding of property tax costs, the costs cannot be recovered, resulting in a loss of General Fund revenue in the current fiscal year.

ATTACHMENTS

2016-17 Property Tax Admin Report

Office of the Auditor-Controller  
Contra Costa County

**Robert R. Campbell**  
Auditor-Controller


625 Court Street  
Martinez, California 94553-1282  
Phone (925) 646-2181  
Fax (925) 646-2649



**Elizabeth A. Verigin**  
Assistant Auditor-Controller

**Harjit S. Nahal**  
Assistant Auditor-Controller

January 3, 2017

TO: Contra Costa County Board of Supervisors  
FROM: Robert Campbell, Auditor-Controller   
SUBJECT: **2016-2017 Property Tax Administration Charges**

---

Commencing with the 1990-91 fiscal year, Revenue and Taxation Code §95.3 (replacing R&T §97.5), provides for the County Auditor-Controller to annually determine property tax administration costs proportionately attributable to incorporated cities and local jurisdictions for fiscal year 1989-90 and thereafter. For purposes of this section, property tax administration costs are the property tax related costs of the Assessor, Tax Collector, County Assessment Appeals Board, and Auditor-Controller, including applicable administrative overhead costs as permitted by Federal OMB Circular A-87 standards.

The following attachments comprise the 2016-17 Property Tax Administration report of the Auditor-Controller pursuant to the County Board of Supervisors' Resolution No. 97/129.

**Attachment I** summarizes the direct and overhead costs of the Assessor, Tax Collector, Assessment Appeals Board, and Auditor-Controller for the 2015-16 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2015-16 net cost of property tax administration was \$14,624,028. This amounts to approximately .59% of all 2015-16 property taxes levied countywide.

**Attachment II** allocates the \$14,624,028 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2016-17 fiscal year. This cost allocation to each entity is based on the net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from those provisions authorizing County recovery of their proportionate share of property tax administrative costs. As a result, the County absorbs the Schools' share, which, this year, amounts to \$7,082,189.

**CONTRA COSTA COUNTY**

**AUDITOR-CONTROLLER'S REPORT**

on

**2016-2017 Property Tax Administration Charges**

Table of Contents

3	Summary Calculations
4	Assessor's Department
5	Treasurer-Tax Collector's Department
6	Auditor-Controller's Department
7	Assessment Appeals Board
8	Federal A-87 Overhead Allocation
9	Revenue Offsets
10	Allocation of Cost to Taxing Agencies

## CONTRA COSTA COUNTY

## 2016-2017 Property Tax Administration Charges

SUMMARY CALCULATIONS

**NOTE:** Per Revenue and Taxation Code Section 95.3, the property tax administration fee to be charged in the 2016-17 Fiscal Year shall be based on the 2015-16 property tax related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board including applicable overhead costs as permitted by Federal Circular A-87 standards.

**Property Tax Related Cost:**

Assessor	\$ 15,342,453	
Tax Collector	3,192,999	
Auditor-Controller	1,549,827	
Assessment Appeals Board	<u>101,848</u>	
Total		<b>\$20,187,127</b>

**Overhead Cost per Circular A-87:**

Assessor	\$ 918,798	
Tax Collector	229,375	
Auditor-Controller	<u>67,222</u>	
Total		<b>\$1,215,395</b>

**Less: Fees Received for Property Tax Related Services:**

County General	\$ 3,209,270	
Assessor	387,874	
Tax Collector	2,218,301	
Auditor-Controller	<u>963,049</u>	
Total		<b><u>\$6,778,494</u></b>

**Net Property Tax Administration Cost,  
2016-2017 Fiscal Year**

**\$14,624,028**

## CONTRA COSTA COUNTY

## 2016-2017 Property Tax Administration Charges

ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2015-2016</u>
Salaries & Employee Benefits	\$ 13,055,033
Services & Supplies	2,460,862
Fixed Assets	0
Other Charges	0
Gross Cost	<u>\$ 15,515,895</u>
Less:	
* Intrafund Transfers	(173,442)
Fixed Assets	<u>0</u>
<b>TOTAL ASSESSOR COST</b>	<b>\$ 15,342,453</b>
 LESS: ASSESSOR REVENUE OFFSETS	 <u>(387,874)</u>
 <b>NET ASSESSOR DEPARTMENT COST</b>	 <b><u><u>14,954,579</u></u></b>



## CONTRA COSTA COUNTY

## 2016-2017 Property Tax Administration Charges

TREASURER-TAX COLLECTOR'S DEPARTMENT

	<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2015-2016</u>
Salaries & Employee Benefits		\$ 3,187,525
Services & Supplies		1,400,089
Other Charges		6,878
Fixed Assets		16,290
Gross Cost		<u>\$ 4,610,782</u>
Less:		
* Fixed Assets		16,290
Intrafund transfers		958
Treasury Function Costs		(1,301,319)
Business License Program		<u>(133,712)</u>
<b>TOTAL TAX COLLECTOR COST</b>		<b>\$ 3,192,999</b>
LESS: TAX COLLECTOR REVENUE OFFSETS		<u>\$ (2,218,301)</u>
<b>NET TAX COLLECTOR COST</b>		<b>\$ <u>974,698</u></b>

\* Fixed asset costs included in the A-87 allocation are excluded from direct costs.

**CONTRA COSTA COUNTY**

**2016-2017 Property Tax Administration Charges**

**AUDITOR-CONTROLLER'S DEPARTMENT**

<b>PROPERTY TAX FUNCTION - DIRECT AND <u>INDIRECT DEPARTMENTAL COSTS</u></b>	<b>ACTUAL <u>2015-2016</u></b>
Salaries & Employee Benefits	\$ 796,712
Information Technology Costs	434,050
Other Services and Supplies	101,369
Accounts Payable - Supplemental & Other Tax Refunds	5,748
Department Overhead Allocation	<u>211,948</u>
<b>GROSS PROPERTY TAX FUNCTION COSTS</b>	<b>\$ 1,549,827</b>
<b>LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS</b>	<b>\$ <u>(963,049)</u></b>
<b>NET AUDITOR-CONTROLLER COST</b>	<b>\$ <u><u>586,777</u></u></b>

**CONTRA COSTA COUNTY**  
**2016-2017 Property Tax Administration Charges**  
**ASSESSMENT APPEALS BOARD**

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2015-2016</u>
Clerk of the Board	\$ 79,716
Assessment Appeals Board - allowances and postage	14,971
County Counsel	<u>7,161</u>
<b>TOTAL ASSESSMENT APPEALS BOARD COSTS</b>	<b>\$ <u><u>101,848</u></u></b>

**CONTRA COSTA COUNTY**  
**2016-2017 Property Tax Administration Charges**  
**FEDERAL A-87 OVERHEAD ALLOCATION**

<u>Department</u>	A-87 Plan 2015-2016 <u>Actual</u>	Percent Property Tax <u>Related</u>	Net to <u>Allocate</u>
Assessor	\$ 918,798	100%	\$ 918,798
Tax Collector	332,427	69%	229,375
Auditor-Controller(Tax Division)	<u>67,222</u>	100%	<u>67,222</u>
<b>TOTALS</b>	<b>\$ <u>1,318,447</u></b>		<b>\$ <u>1,215,395</u></b>

**CONTRA COSTA COUNTY**  
**2016-2017 Property Tax Administration Charges**

**REVENUE OFFSETS**

**County General**

0005 9608 Supplemental Tax Administration Fees	\$ <u>3,209,270</u>	<b>\$ 3,209,270</b>
--	---------------------	---------------------

**Assessor**

0016 1600 Administration	859,210	
1600 Excludable revenues (Direct credits and non-property tax related revenues)	(730,000)	
0016 1605 Drafting	6,918	
1610 Appraisal	0	
1647 Roll Maintenance	<u>251,746</u>	
		<b>\$ 387,874</b>

**Tax Collector**

0015 Tax Collector Revenue	3,040,581	
Excludable revenues (Direct credits and non-property tax related revenues)	<u>(822,280)</u>	
		<b>\$ 2,218,301</b>

**Auditor-Controller**

0010 1004 Tax & Cost Accounting Division Revenue	1,272,728	
Excludable revenues (Direct credits and non-property tax related revenues)	<u>(309,679)</u>	
		<b>\$ <u>963,049</u></b>

<b>TOTAL REVENUE OFFSETS</b>		<b>\$ <u><u>6,778,493</u></u></b>
------------------------------	--	-----------------------------------

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2016-2017 AB 8 Allocation	2016-2017 Unitary Allocation	2016-2017 Pass-thru H&S 33676	Net Revenue	2016-2017 Adj/Allocation Factors	14,624,028	
							to	Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(6)
1003	County General	216,292,133	6,213,271	325,532	222,830,936	0.1202501034125		<u>1,758,544</u>
<b>COUNTY GOVERNED SPECIAL DISTRICTS</b>								
1206	County Library	24,453,645	392,188	33,399	24,879,232	0.0134260092929		196,342
2020	Contra Costa Fire	100,802,676	1,100,071	84,026	101,986,774	0.0550368826839		804,861
2028	Crockett Carquinez Fire	483,806	8,859	0	492,665	0.0002658652513		3,888
3060	East Contra Costa Fire	11,761,398	85,406	0	11,846,804	0.0063930952226		93,493
2401	Service Area L-100	807,006	15,452	31,917	854,375	0.0004610608989		6,743
2470	Service Area M-1	26,094	1,138	0	27,232	0.0000146958198		215
2475	Service Area M-29	107,899	604	0	108,503	0.0000585531575		856
2488	Service Area M-16 Clyde	26,482	234	0	26,716	0.0000144171406		211
2489	Service Area M-17 Montalvi	165,658	1,773	0	167,431	0.0000903535936		1,321
2492	Service Area M-20 Rodeo	11,015	120	0	11,136	0.0000060092474		88
2494	Svc Area RD4Bethel Isle	6,225	374	0	6,599	0.0000035613319		52
2496	Svc Area M23 Blackhawk	2,089,336	16,552	0	2,105,888	0.0011364365540		16,619
2505	Flood Control CCC Water	3,053,195	49,607	3,919	3,106,720	0.0016765330624		24,518
2520	Flood Control Zone 3B	5,079,397	57,338	0	5,136,735	0.0027720248305		40,538
2521	Flood Cont Z1 Marsh Ck	1,797,410	15,540	0	1,812,950	0.0009783534413		14,307
2527	Flood Control Zone 7	58,074	1,081	2,381	61,536	0.0000332076473		486
2530	Flood Control Zone 8	17,629	405	0	18,033	0.0000097316047		142
2531	Flood Control Zone 8A	23,048	344	0	23,392	0.0000126234988		185
2550	Flood Cont Drainage 290	1,905	22	0	1,927	0.0000010400568		15
2551	Flood Cont Drainage 300	4,477	82	0	4,558	0.0000024599712		36
2552	Flood Cont Drainage A13	315,319	2,481	0	317,799	0.0001714994937		2,508
2554	Flood Cont Drainage 10	337,130	2,545	0	339,675	0.0001833044123		2,681

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net Revenue	2016-2017	Adj Allocation Factors	to Allocate
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676		(5)		
2563	Flood Cont Drainage 127	12,916	198	0	13,114	0.0000070769018		103
2583	Flood Cont Drainage 16	76,606	640	0	77,246	0.0000416853978		610
2652	S/A Pl 2 Danville	383	89	0	471	0.0000002543465		4
2653	S/A Pl-2 Zone A	140,060	1,092	0	141,153	0.0000761726243		1,114
2655	S/A Pl 5 Round Hill	241,654	2,243	0	243,897	0.0001316180989		1,925
2656	S/A Police-6	3,901,445	1,075,952	0	4,977,397	0.0026860389044		39,281
2657	S/A Pl-2 Zone B	184,726	1,785	0	186,511	0.0001006503169		1,472
2702	S/A Lib-2 El Sobrante	103,092	1,956	0	105,048	0.0000566886384		829
2710	S/A Lib-10 Pinole	1,134	16	0	1,151	0.0000006209343		9
2712	S/A Lib-12 Moraga	9,918	302	0	10,220	0.0000055152381		81
2713	S/A Lib-13 Ygnacio	132,998	1,333	0	134,331	0.0000724913557		1,060
2751	Svc Area R-4 Moraga	28,964	965	0	29,930	0.0000161513888		236
2758	Svc Area R-7 Zone A	1,067,146	9,790	0	1,076,935	0.0005811650893		8,499
2825	Co Co Co Water Agency	580,307	18,210	1,010	599,526	0.0003235327613		4,731
<u>1,270,059</u>								
<u>AUTONOMOUS SPECIAL DISTRICTS</u>								
3005	San Ramon Valley Fire	63,419,597	863,305	331,372	64,614,274	0.0348689155413		509,924
3007	Kensington Fire	3,620,971	23,651	0	3,644,622	0.00196668104230		28,763
3011	Rodeo-Hercules Fire	2,887,355	57,172	0	2,944,527	0.0015890060386		23,238
3074	Moraga-Orinda Fire District	21,525,030	169,737	0	21,694,767	0.0117075212790		171,211
3102	Co Co Resource Cons	247,282	4,238	938	252,458	0.0001362384940		1,992
3255	Kensington Community Svc	1,630,037	11,373	0	1,641,410	0.0008857826098		12,954
3260	Diablo Community Svc	414,389	2,767	0	417,156	0.0002251168862		3,292
3301	CCC Mosquito Abate Dst1	4,646,067	83,877	1,766	4,731,710	0.0025534544807		37,342
3406	Central CC Sanitary	15,476,689	250,381	40,114	15,767,185	0.0085087181419		124,432

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net	2016-2017	14,624,028	
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676	Revenue	Adj Allocation Factors	to Allocate	
		(1)	(2)	(3)	(4)	(5)	(6)	
3409	Mt View Sanitary	356,751	8,768	0	365,519	0.0001972515363		2,885
3411	Ironhouse Sanitary	250,829	4,891	0	255,720	0.0001379984078		2,018
3414	Rodeo Sanitary	240,067	4,518	0	244,585	0.0001319896190		1,930
3416	West Co Wastewater	1,062,853	15,684	5,667	1,084,204	0.0005850876017		8,556
3418	Steege Sanitary	408,134	4,672	0	412,806	0.0002227696311		3,258
3422	Byron Sanitary	35,680	713	0	36,394	0.0000196396848		287
3240	Crockett-Valona Sanitary	310,548	8,635	0	319,183	0.0001722460687		2,519
3430	Twn of Discovery Bay (Comm	599,099	5,202	0	604,301	0.0003261093503		4,769
3480	Delta Diablo Z1 W Pittsburg	330,434	11,957	78,541	420,932	0.0002271549990		3,322
3481	Delta Diablo Z2 Pittsburg	460,510	5,034	62	465,606	0.0002512629847		3,674
3482	Delta Diablo Z3 Antioch	1,110,090	14,768	0	1,124,857	0.0006070262486		8,877
3515	Los Medanos Healthcare	735,539	92,768	21,077	849,384	0.0004583674924		6,703
3520	Mt Diablo Healthcare	263,959	1,798	0	265,757	0.0001434149984		2,097
3525	West CCC Healthcare	3,420,938	50,693	0	3,471,631	0.0018734562989		27,397
3601	Alamo-Lafayette Cemetery	298,331	3,188	0	301,520	0.0001627141928		2,380
3603	B B K Union Cemetery	539,671	6,132	0	545,803	0.0002945409949		4,307
3700	Ambrose Rec & Park	447,569	14,195	65,673	527,438	0.0002846302057		4,162
3715	Green Valley Rec & Park	52,835	399	0	53,234	0.0000287273878		420
3735	Pleasant Hill Rec & Park	3,146,867	41,085	938	3,188,890	0.0017208756347		25,166
3740	Rolling-Willart Rec&Park	28,208	335	0	28,543	0.0000154032920		225
3770	Bethel Isle Muni Imp	430,749	7,224	0	437,973	0.0002363507178		3,456
3803	Co Co Co Water	2,625,731	84,177	5,367	2,715,276	0.0014652909820		21,428
3830	Castle Rock Co Water	13,467	111	0	13,577	0.0000073270283		107
4001	East Bay Muni Utility	13,686,942	186,143	53,308	13,926,394	0.0075153400683		109,905
4002	EBMUD Special District 1	381,832	3,433	0	385,265	0.0002079073895		3,040
4007	A-C Transit Spec Dist 1	8,428,252	113,601	0	8,541,852	0.0046095870749		67,411



**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net	2016-2017	to
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)
4009	BART	11,005,402	175,445	17,997	11,198,844	0.0060434253803	88,379
4010	Bay Area Air Management	3,207,912	51,145	0	3,259,057	0.0017587412850	25,720
4025	Dublin San Ramon Svcs	631,595	1,851	0	633,446	0.0003418372401	4,999
4026	East Bay Regional Park	47,143,662	785,463	43,299	47,972,424	0.02588818668688	378,590
4110	Reclamation Dist 800 Exp	831,399	8,350	0	839,749	0.0004531681638	6,627
4111	Discovery Bay Recl/Dmng	46,490	464	0	46,954	0.0000253385595	371
4180	East Co Co Irrigation	2,897,455	25,952	0	2,923,407	0.0015776087532	23,071
4181	Byron-Bethany Irrigation	1,076,684	10,216	0	1,086,900	0.0005865426634	8,578
<b>1,769,782</b>							
<b>CITIES &amp; CITY SPECIAL DISTRICTS</b>							
4201	City of Clayton	908,258	13,525	59,717	981,501	0.0005296641069	7,746
4202	City of Concord	13,648,102	203,060	0	13,851,162	0.0074747418061	109,311
4203	City of Brentwood	9,483,065	61,937	23,418	9,568,420	0.0051635716860	75,512
4204	City of San Pablo	332,707	12,000	0	344,707	0.0001860200576	2,720
4205	City of El Cerrito	7,204,938	78,293	0	7,283,231	0.0039303753696	57,478
4206	City of Walnut Creek	14,818,357	200,549	0	15,018,906	0.0081049114749	118,526
4207	City of Pleasant Hill	2,843,778	23,080	0	2,866,858	0.0015470922243	22,625
4208	City of Martinez	8,000,613	117,960	0	8,118,573	0.0043811655723	64,070
4209	City of Antioch	10,274,408	138,890	0	10,413,298	0.0056195076412	82,180
4210	City of Pittsburg	3,439,373	54,015	0	3,493,388	0.0018851973233	27,569
4211	City of Hercules	1,136,986	31,982	0	1,168,968	0.0006308304075	9,225
4212	City of Pinole	2,164,946	27,500	0	2,192,446	0.0011831476543	17,302

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net	2016-2017	Adj Allocation Factors	14,624,028
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676	Revenue	(5)		to Allocate
		(1)	(2)	(3)	(4)			(6)
4213	Richmond Tax District 1	24,875,190	462,969	0	25,338,159	0.0136736680384		199,964
4214	City of Lafayette	4,461,509	27,773	0	4,489,281	0.00242262839088		35,429
4215	Town of Moraga	2,021,130	23,366	0	2,044,496	0.0011033064595		16,135
4216	Town of Danville	8,962,186	78,552	0	9,040,737	0.0048788090293		71,348
4217	City of San Ramon	14,453,365	297,462	0	14,750,827	0.0079602432429		116,411
4218	City of Orinda	4,568,420	47,963	0	4,616,383	0.0024912182523		36,432
4219	City of Oakley	2,276,582	14,813	37,115	2,328,511	0.0012565743321		18,376
4227	Richmond Tax District 3	8,561,774	104,510	0	8,666,284	0.0046767364031		68,393
4230	Richmond Sewer 1	222,049	3,852	0	225,900	0.0001219065367		1,783
4231	Brentwood Rec & Park Dist	1,919,719	11,517	0	1,931,237	0.0010421865399		15,241
4232	San Ramon M-29	2,830,514	8,328	0	2,838,842	0.0015319733804		22,404
4240	Pleasant Hill Lgt Dist 1	480,177	4,270	0	484,447	0.0002614305219		3,823
4241	Svc Area R-8 Walnut Creek	600,847	6,246	0	607,093	0.0003276163045		4,791
4248	Clayton Light Mice 1	34,868	379	0	35,247	0.0000190211304		278
4252	Martinez Pine Ridge Mice	6,688	75	0	6,763	0.0000036495373		53
4253	Martinez Parking Dist 1	50,567	564	0	51,131	0.0000275928334		404
4263	Lafayette Core Area Mtc	63,326	2,498	0	65,824	0.0000355218112		519
4264	Lafayette St Lt Mice Z1	8,999	68	0	9,067	0.0000048928468		72
4271	Concord Vly Terr SLLMtc	2,998	37	0	3,035	0.0000016377431		24
4272	Concord Kirkwood Mice 1	53,771	483	0	54,254	0.0000292778334		428
4274	Concord Blhn Terr St Lt	802	14	0	816	0.0000004404817		6
4275	Pl Hill-Diablo Vista Wtr	193,003	1,511	0	194,514	0.0001049688495		1,535
4280	Antioch Parking Mice 1A	34,142	386	0	34,528	0.0000186330268		272
4285	Moraga St Lt Mice 1	154,419	1,119	0	155,538	0.0000839356808		1,227
4294	Oakley Police Services	397,332	1,524	0	398,856	0.0002152417623		3,148
								<u>1,212,760</u>

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net Revenue	2016-2017	to Allocate
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)
<b>REDEVELOPMENT SUCCESSOR AGENCIES</b>							
4701	Antioch	4,481,865	133,650	0	4,615,515	.0024907502162	36,425
4702	Antioch Project 2	914,991	5,243	0	920,234	.0004966016733	7,262
4703	Antioch Project 3	61,254	373	(13,501)	48,125	.0000259706646	380
4704	Antioch Project 4	553,446	8,694	(51,190)	510,950	.0002757328903	4,032
4705	Antioch Project 4, Amd 1	490,540	3,360	(22,106)	471,794	.0002546022734	3,723
4706	Brentwood Project	2,302,658	23,363	0	2,326,021	.0012552306374	18,357
4707	Brentwood Amendment 1	664,409	9,701	0	674,110	.0003637815263	5,320
4708	North Brentwood	3,992,957	16,878	(25,396)	3,984,439	.0021501917674	31,444
4709	North Brtwd Amdnd 2	263,173	985	0	264,158	.0001425522158	2,085
4710	Central Concord	14,432,931	816,418	0	15,249,349	.0082292694294	120,345
4711	Concord Commerce	594,861	9,166	0	604,026	.0003259611686	4,767
4712	Cent Concord RDA Amdnd	869,823	1,467	0	871,290	.0004701891725	6,876
4714	Clayton	6,573,576	33,323	(113,762)	6,493,137	.0035040033850	51,243
4716	Hercules Dynamite	6,960,087	57,859	0	7,017,947	.0037872155812	55,384
4717	Hercules RDA Proj 2	5,114,684	20,106	0	5,134,789	.0027709749198	40,523
4718	Hercules Merged Dyn & Pro	0	0	0	0	.0000000000000	0
4720	El Cerrito	6,482,826	70,291	0	6,553,117	.0035363718808	51,716
4721	El Cerrito Area II	1,781	86	0	1,867	.0000010075484	15
4725	Pinole Vista	6,731,593	76,727	0	6,808,319	.0036740908862	53,730
4726	Pinole Vista 81	4,270,995	38,398	0	4,309,393	.0023255523023	34,009
4728	Oakley RDA Proj 2	170,649	536	0	171,186	.0000923798611	1,351
4730	Pittsburg Marina	0	1,325	0	1,325	.0000007150056	10
4731	Pittsburg Riverside	447,474	6,352	0	453,826	.0002449061397	3,582
4732	Pittsburg Neighborhood I	1,282,404	10,941	0	1,293,345	.0006979500767	10,207
4733	Pittsburg Neighborhood II	558,900	6,472	0	565,372	.0003051013305	4,462

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net	2016-2017	14,624,028
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676	Revenue	Adj Allocation Factors	to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4734	Pittsburg/Los Medanos I	24,560,089	374,876	0	24,934,965	.0134560852593	196,782
4735	Pittsburg/Los Medanos II	3,720,617	64,930	0	3,785,547	.0020428598674	29,875
4736	Pittsburg/Los Medanos III	12,686,824	48,702	0	12,735,527	.0068726919632	100,506
4737	Richmond 8A RDA 2000 Amr	1,267,804	5,047	0	1,272,851	.0006686903893	10,045
4738	Richmond 10A RDA 2000 Amr	827,498	2,329	0	829,827	.0004478139240	6,549
4739	Richmond 1A RDA 2000 Amr	152,022	453	0	152,475	.00008222826832	1,203
4740	Richmond 1A	469,500	10,550	0	480,050	.0002590577469	3,788
4741	Richmond 8A	581,381	8,681	0	590,062	.0003184253292	4,657
4742	Richmond 10A	818,245	21,029	0	839,274	.0004529120040	6,623
4743	Richmond 10B	78,143	2,859	0	81,002	.0000437123668	639
4744	Richmond 11A	12,556,940	73,876	0	12,630,817	.0068161856338	99,680
4745	Richmond 12A	94,533	1,521	0	96,055	.0000518357040	758
4746	Richmond 8A Henley	51,293	648	0	51,941	.0000280298776	410
4747	Richmond 1B	122,861	776	0	123,637	.0000667203086	976
4748	Richmond 1C-Potrero	1,122,497	7,072	0	1,129,569	.0006095690017	8,914
4749	Richmond 3A	1,062,482	5,759	0	1,068,241	.0005764734770	8,430
4750	Walnut Creek-So Broadway	1,195,528	10,632	0	1,206,160	.0006509006661	9,519
4751	Walnut Creek-Mt Diablo	0	13,736	0	13,736	.0000074124059	108
4752	Richmond 6A RDA 2000 Amr	67,291	144	0	67,434	.0000363907243	532
4753	Richmond 10B RDA 2000 Amr	34,298	106	0	34,404	.0000185661861	272
4754	Richmond 6-A Amend 1	57,936	1,057	0	58,993	.0000318354754	466
4755	Richmond 6-A	567,906	3,565	0	571,471	.0003083925851	4,510
4756	Danville Downtown	3,526,813	30,087	(336,203)	3,220,698	.0017380405781	25,417
4757	Richmond 11A RDA 2000 Amr	249,701	794	0	250,495	.0001351788318	1,977
4758	Richmond 10B RDA 2006 Amr	2,305,086	9,247	0	2,314,333	.0012489233050	18,264
4760	San Pablo-So Entrance	384,364	6,959	0	391,323	.0002111761894	3,088

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2016-2017 AB 8 Allocation	2016-2017 Unitary Allocation	2016-2017 Pass-thru H&S 33676	Net Revenue	2016-2017 Adj Allocation Factors	14,524,028 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4761	San Pablo-El Portal	2,766,547	43,242	0	2,809,789	.0015162948845	22,174
4762	San Pablo-El Portal 79	3,417,449	47,445	0	3,464,894	.0018698207277	27,344
4763	San Pablo-Oak Park	960,275	9,845	0	970,120	.0005235223815	7,656
4764	San Pablo-Sheffield	409,621	4,586	0	414,207	.0002235254233	3,269
4765	San Pablo-Bayview	2,057,332	19,601	0	2,076,934	.0011208116505	16,391
4766	San Pablo-El Portal 80	1,428,652	23,181	0	1,451,834	.0007834779772	11,458
4767	San Pablo-Oak Park 79	55,773	536	0	56,310	.0000303872672	444
4768	San Pablo-Bayview 80	135,165	696	0	135,861	.0000733171240	1,072
4769	San Pablo-Legacy RDA	1,686,781	6,496	0	1,693,277	.0009137722297	13,363
4770	Pleasant Hill Commons	3,362,262	24,720	0	3,386,983	.0018277759410	26,729
4771	Pleasant Hill Commons 1A	119,132	1,017	0	120,148	.0000648377761	948
4772	Plsnt Hill Schoolyrd Anx	1,064,839	7,356	0	1,072,196	.0005786073610	8,462
4773	Plsnt Hill Comm 2001 Ammc	959,805	2,888	0	962,693	.0005195147235	7,597
4774	Pleasant Hill Commons 200	0	0	0	0	.0000000000000	0
4775	Lafayette RDA	6,464,298	16,497	0	6,480,795	.0034973434255	51,145
4777	San Ramon	10,695,704	50,793	(963,855)	9,782,643	.0052791762328	77,203
4780	CoCoCo Pleasant Hill BAR1	8,541,406	49,466	0	8,590,872	.0046360404593	67,798
4781	CoCoCo West Pittsburg	3,543,263	21,336	(823,631)	2,740,968	.0014791557127	21,631
4782	CoCoCo North Richmond	2,479,914	12,852	(322,729)	2,170,037	.0011710547637	17,126
4783	CoCoCo Pl H/BART Amnd	954,383	6,702	(10,388)	950,697	.0005130412013	7,503
4784	Oakley	3,659,337	20,022	(91,575)	3,587,784	.0019361379198	28,314
4785	Rodeo	2,509,076	11,601	(256,151)	2,264,526	.0012220452398	17,871
4786	CoCoCo Montalvin	500,076	1,716	0	501,792	.0002707906496	3,960
<b>Sub-Total: Recoverable Cost</b>							<b>5,783,295</b>
							<u>1,530,694</u>

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted	2016-2017	2016-2017	Net	2016-2017	to
		2016-2017 AB 8 Allocation	Unitary Allocation	Pass-thru H&S 33676		Revenue	
		(1)	(2)	(3)	(4)	(5)	(6)
<b>SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION</b>							
4016	Ed Phys Handic'd Elem	5,424	1,100	0	6,523	.0000035203403	51
4018	Livermore Jt Unified	259,657	52,325	0	311,982	.0001683601119	2,462
4020	Chabtl-Las Positas Com Col	301,805	7,474	0	309,279	.0001669016774	2,441
4022	Dev Ctr Handic'd Minor	971	197	0	1,168	.0000006301893	9
4029	Trainable M.R. Alameda	2,447	496	0	2,943	.0000015879660	23
5001	Acalanes Union Hi Gen	41,055,918	419,298	0	41,475,216	.0223819867471	327,315
5101	Canyon Elementary Gen	70,068	1,105	0	71,173	.0000384081146	562
5201	Lafayette Elementary Gen	15,645,661	144,363	0	15,790,024	.0085210430862	124,612
5301	Moraga Elementary Gen	7,729,792	77,257	0	7,807,048	.0042130522357	61,612
5401	Orinda Elementary Gen	9,929,193	120,012	0	10,049,205	.0054230258631	79,306
5501	Walnut Creek General	20,067,704	205,363	0	20,273,066	.0109403045573	159,991
6001	Liberty Union Hi Gen	25,370,770	236,737	0	25,607,506	.0138190205431	202,090
6101	Brentwood Elem Gen	13,891,261	110,063	9,462	14,010,786	.0075608825031	110,571
6201	Byron Elementary Gen	4,165,034	47,871	5,544	4,218,449	.0022764742929	33,291
6301	Knightsen Elementary Gen	1,525,092	20,829	3,955	1,549,877	.0008363866996	12,231
6401	Oakley Elementary Gen	10,450,420	99,819	0	10,550,239	.0056934077083	83,261
6901	County Schools Gen	27,781,008	448,694	75,541	28,305,243	.0152748468732	223,380
6999	ERAF K - 12	222,743,111	0	0	222,743,111	.1202027088867	1,757,848
7101	Antioch Unified Gen	29,966,011	796,556	65,684	30,828,250	.0166363806865	243,291
7201	John Swett General	6,400,479	142,384	115,523	6,658,386	.0035931797273	52,547
7401	Martinez Unified Gen	17,152,397	252,397	0	17,404,794	.0093924491693	137,355
7501	Mt Diablo Unified Gen	105,566,956	1,419,306	335,496	107,321,758	.0579158924105	846,964
7601	Pittsburg Unified Gen	4,882,756	1,133,292	15,361	6,031,408	.0032548329526	47,599
7701	West Co Co Unified Gen	64,977,137	891,578	134,192	66,002,908	.0356182880547	520,883

**CONTRA COSTA COUNTY  
2016-2017 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2016-2017 AB 8 Allocation	2016-2017 Unitary Allocation	2016-2017 Pass-thru H&S 33676	Net Revenue	2016-2017 Adj Allocation Factors	14,624,028 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
7801	San Ramon Valley Unif	142,126,288	1,821,882	731,960	144,680,129	.0780762348662	1,141,789
7901	Co Co Comm College Gen	80,691,492	1,274,019	269,217	82,234,727	.0443777450704	648,981
7999	ERAF Community College	<u>33,163,941</u>	<u>0</u>	<u>0</u>	<u>33,163,941</u>	<u>.0178968299071</u>	<u>261,724</u>
<b>TOTALS</b>		<b>1,826,539,522</b>	<b>26,522,801</b>	<b>(0)</b>	<b>1,853,062,322</b>	<b>1.000000000000</b>	<b><u>14,624,028</u></b>
<b>Sub-Total: Exempt School Share</b>							<b><u>7,082,189</u></b>



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: January 17, 2017

Subject: Appointments to the Local Planning Council

---

**RECOMMENDATION(S):**

APPOINT the following individuals the Local Planning and Advisory Council for Early Care and Education with terms expiring as specified below:

Public Agency 2 Central/South County Seat with a term expiring April 30, 2017:

Edirle Menezes, Ph.D, resident of San Ramon working for a public agency in Concord

Child Care Provider 4 East County Seat with a term expiring April 30, 2018:

Stacie Cooper-Roundtree, resident of Antioch providing child care services in Antioch

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The review of applications for appointments to the Contra Costa Local Planning Council for Child Care and Development was originally referred to the Family and Human Services Committee by the Board of Supervisors on April 22, 1997.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Enid Mendoza, (925)  
335-1039

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

The County Office of Education interviewed and recommended the appointments of Edirle Menezes and Stacie Cooper-Roundtree to the Family and Human Services Committee, which approved the recommendations at their December 12, 2016 meeting.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain vacant.

ATTACHMENTS

LPC Memo

LPC Candidate Applications



December 7, 2016

**Statement re: Appointment of LPC Member**

I have reviewed the memorandum and member applications submitted by the Contra Costa Local Planning and Advisory Council for Early Care and Education (LPC) recommending approval to appoint Edirle Menezes to vacant seat of Public Agency 2 -Central/South County and Stacie Cooper-Roundtree to vacant seat of Child Care Provider 4 - East County.

Based on the applicants' education, background, and current employment, I've determined that Ms. Menezes and Ms. Cooper-Roundtree meet the eligibility definition for Child Care Provider Seat and Public Agency Seat in Contra Costa County as defined by the LPC Membership Structure. Ms. Menezes has over 15 years of experience as program administrator of early childhood programs and faculty at National Hispanic University. Ms. Cooper-Roundtree has over 18 years of experience working as a family child care provider and program administrator of early childhood programs.

Both applicants possess relevant experience and knowledge about the early care and education system and understand the diverse needs of children and families through their work experience providing direct child care services to the community.

I vote to approve the recommendation submitted by the LPC.

I extend my welcome to Edirle Menezes and Stacie Cooper-Roundtree and thank them for their interest in contributing their knowledge and expertise for the improvement of early care and education in Contra Costa County through community service on the LPC.

A handwritten signature in blue ink that reads "Pamela Comfort". The signature is fluid and cursive, with a long horizontal line extending to the right.

Pamela Comfort, Ed.D., Deputy Superintendent, Educational Services  
acting on behalf of  
Karen Sakata, Contra Costa County Superintendent of Schools

cc: Supervisor Candace Andersen, District II, Chair  
Supervisor Federal D. Glover, District V, Vice Chair  
Ruth Fernandez, LPC Coordinator  
Local Planning Council Member

**MEMORANDUM**

DATE: December 7, 2016

TO: Family and Human Services Committee  
Supervisor Candace Andersen, District II, Chair  
Supervisor Federal D. Glover, District V, Vice Chair

Contra Costa County Office of Education  
Karen Sakata, Contra Costa County Superintendent of Schools  
Dr. Pamela Comfort, Deputy Superintendent of Schools

FROM: Ruth Fernández, LPC Coordinator/Manager, Educational Services

SUBJECT: Referral #25 – LPC APPOINTMENTS  
Contra Costa County Local Planning and Advisory Council for Early Care and Education (LPC)

**RECOMMENDATION(S):**

1) **APPOINT** the following new members to the Contra Costa Local Planning and Advisory Council for Early Care and Education, as recommended by the LPC:

<b>Name</b>	<b>Seat</b>	<b>Area</b>
Edirle Menezes, Ph.D.	Public Agency 2	Central/South County
Stacie Cooper-Roundtree	Child Care Provider 4	East County

**REASON/S FOR RECOMMENDATION:**

The Contra Costa County Local Planning Council for Child Care and Development (LPC) was established in April 1998. Required by AB 1542, which was passed in 1993, thirty members of the LPC were appointed by the County Board of Supervisors and the County Superintendent of Schools. Childcare consumers and providers, public agency representatives, and community representatives each comprise 20% of the LPC. The remaining 20% are discretionary appointees. Membership is for a three-year term. On January 7, 2003, membership was decreased from 30 to 25 members, due to the difficulty being experienced in filling all of the seats.

On September 19, 2012 membership was decreased from 25 to 20, due to continued difficulty to fill vacant seats. Official reduction of appointed seats provides flexibility to ensure quorum is met in order to conduct Council business.

Membership consists of the following:

- Four consumer representatives - a parent or person who receives or has received child care services in the past 36 months;
- Four child care providers - a person who provides child care services or represents persons who provide child care services;

- Four public agency representatives - a person who represents a city, county, city and county, or local education agency;
- Four community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations;
- Four discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies.

Appointments to the Contra Costa County Local Planning and Advisory Council for Early Care and Education (LPC) are subject to the approval of the Board of Supervisors and County Superintendent of Schools, Karen Sakata. The Board of Supervisors designated the Family and Human Services Committee to review and recommend appointments on their behalf. Dr. Pamela Comfort, Deputy Superintendent of Schools, Contra Costa County has been designated to review and recommend appointments on behalf of the County Superintendent of Schools.

September 27, 2016

Contra Costa Local Planning Council Committee Members:

Please accept this letter, resume, and required forms as my application packet for Contra Costa Local Planning Council Member. With over fifteen years of experience holding diverse positions of increasing responsibility in the fields of early childhood education and developmental psychology, I possess the skills, knowledge, and personality to help LPC in its mission to promote quality childcare through advocacy, resource development, strong partnership with other organizations.

I have a strong base of program design, implementation, evaluation experience and technical skills, while working with flexibility, efficiency, and diplomacy both individually and as part of a complex team effort.

As First 5 Contra Costa ECE Program Officer, I'm responsible for implementing a number of activities to promote the professional development of ECE providers and the quality of ECE programs, including the IMPACT, PDP (in partnership with LPC), Early Literacy Programs, amongst other programs.

As the Early Learning Systems Specialist at First 5 San Mateo County (F5SMC), I was able to successfully provide quality improvement support for the Child Signature Program (CSP) participating classrooms. While collaboratively developing improvement plans for F5SMC CSP classrooms, I was responsible to directly provide training and technical assistance in a multi-faceted fashion to help insure high quality services and continued strong leadership in early childhood education. My leadership in the CSP Program has helped bring systemic, cross-disciplinary change to improve quality child care for young children and their families.

As San Francisco CARES Manager I was responsible for designing and implementing CARES program policy that promoted ECE workforce professional development. In addition to that, as a roundtable member, for five years, for Santa Clara County CARES I helped create and implement professional development education plans for CARES participants in that county.

As a center director in San Francisco, I was mainly responsible for the following: 1) organization, budget management, and supervision of a community-based preschool program that served 50 children; 2) design and implementation of assessment strategies that aimed at understanding cognitive and socio-emotional development of children from diverse cultural, linguistic, ethnic and socioeconomic backgrounds; 3) provide ongoing technical assistance and mentorship to teaching staff to further enhance their skills in the areas of Desired Results Developmental Profile and Environmental Rating Scales; family partnerships; implementation of developmentally appropriate practices for young children; children's socio-emotional guidance; and inclusion of children with varying abilities.


In addition to that, as a member of the Executive Cabinet for Santa Clara County Race to the Top Consortium, I was able to provide input on that initiative from the initial design up to the current stages of the initiative with the following areas as special foci of interest: professional development opportunities, policy and systems change, program assessment, and Quality Rating and Improvement System (QRIS).

In my role as Department Chair for the Child Development Program at the National Hispanic University (NHU), I was responsible for leading faculty committees, grant and scholarships administration, program budget management, curriculum development and revision, teaching and advising child development students, staffing of child development courses, program review, and development of partnerships with various local agencies to develop projects relevant to ECE workforce development. My contributions to the internal functioning of the institution have ranged from program development to strategic planning and implementation of program review to reaffirm its WASC accreditation.

Working with culturally and linguistically diverse populations, I am sensitive and adept in seeking to understand the goals and needs of the constituents, how to best communicate and to facilitate productive and collaborative partnerships.

The opportunity to serve as a member of the Contra Costa LPC is compelling. I hope that you will favorably consider my application and I would enjoy the opportunity to meet with the committee, if needed, to discuss this further.

Sincerely,

Edirle Menezes, Ph.D.   
Early Childhood Education Program Officer  
First 5 Contra Costa

RECEIVED  
9-30-16

RECEIVED  
 9.30.16

**APPLICATION FOR MEMBERSHIP**

Name: Edirle Meneses  
 Home Address: \_\_\_\_\_ City: San Ramon Zip: 94583  
 Business/Agency/Affiliation: First 5 Contra Costa  
 Address: 1485 Civic Ct. City: Concord, CA Zip: 94583  
 Type of Organization: Public Agency Position: ECE Program Officer  
 Day Phone: \_\_\_\_\_ FAX: (925) 771-6083 Email: emeneses@first5coco.org

**A. CATEGORIES FOR APPOINTMENT**

The County Board of Supervisors and the Superintendent of Schools make appointments to the Early Care and Education Planning Council. Members must live or work in Contra Costa County. Twenty percent of the Planning Council members are to be drawn from each of the following categories described below: Child Care Consumer, Child Care Provider, Community Representative, Public Agency Representative, and All Other. Please indicate which categories you could represent.

**1. Consumer of Child Care Services** - using childcare or have used it within the past 36 months.  
 Are you currently utilizing Child Care?  Yes  No Date you last used it: \_\_\_\_\_  
 Type of Care: \_\_\_\_\_ Location: \_\_\_\_\_  
 Length of Time as a Consumer: \_\_\_\_\_

**2. Child Care Provider**- please check the types of care you provide and note the number of children:  
 \_\_\_\_\_ Licensed family care provider # of children licensed for \_\_\_\_\_  
 \_\_\_\_\_ Licensed & publicly funded child care center # of children licensed for \_\_\_\_\_  
 \_\_\_\_\_ Licensed, private for profit, or private non-profit child care center # of children licensed for \_\_\_\_\_  
 \_\_\_\_\_ Subsidized Child Care Program # of children licensed for \_\_\_\_\_  
 \_\_\_\_\_ License exempt child care provider # of children cared for \_\_\_\_\_  
 Location of your facility: \_\_\_\_\_ Program/Center Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Community Representative:** Includes civic or community based agencies or business that advocate for child care but do NOT provide child care or contract with the California Department of Education to provide child care and developmental services.  
 Organization: \_\_\_\_\_ Service Provided: \_\_\_\_\_  
 Location: \_\_\_\_\_ Service Area: \_\_\_\_\_

**4. Public Agency Representative** - Including city, county and local education agencies.  
 Agency: First 5 Contra Costa Service Area: Central (location). Services are provided Countywide.

**5. All Other**- Please describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION**

CalWORKS legislation AB 1542 (Education Code 8499.3 d) states, "Every effort shall be made to ensure that the ethnic racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution of the population of the county"

Please indicate your ethnic origin:

Which region of the County would you represent: Central/South

- White (non-Hispanic)
- Black (Includes African, Jamaican, Trinidad and West Indian)
- Hispanic (includes Mexican, Puerto Rican Cuban, Latin American or Spanish)
- Asian or Pacific Islander (includes Pakistani, East Indian, Japanese, Tongan, Filipino, Laotian, or Vietnamese)
- American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue or tribal association)
- Other Latin American, non-Hispanic

**C. CURRENT COUNCIL INVOLVEMENT:**

Are you currently an active participant on a Council Committee? No  Yes  
Which Committee: Workforce Development What is your participation? Participation in meetings as a guest

**D. INTERESTS:** Personal/Professional areas of interest/experience/skills that could benefit the Council:

- Workforce Development
- Quality improvement for early learning settings
- ECE Policy & Advocacy

I am interested in becoming a Council representative because: I resonate with LPC goals of: a) supporting training & professional development of ECE workforce, b) promoting access to quality child care, and c) collaborate with community organizations to provide families with high quality child care.

**E. MEMBER RESPONSIBILITIES:** Members are expected to attend regular meetings on the fourth Monday of July, September, November, January, March, and May from 3:00 p.m. to 5:00 p.m. and participate in at least one committee. Additional meetings may be scheduled for training and council business.

Are you able to commit to regular participation, given this schedule:  Yes  No

If needed, do you have the support of your agency/employer to be an active member of the Council?  Yes  No

**F. How did you hear about the Planning Council?**

Through LPC Website

Please attach your resume and a letter of interest with this application. Mail completed application, resume and letter of interest to the Contra Costa County Local Planning and Advisory Council (LPC) Coordinator at the Contra Costa County Office of Education, 77 Santa Barbara Road, Pleasant Hill, CA 94523.

For more information please call the LPC Coordinator at (925) 942-3413.

Signature: \_\_\_\_\_ Date: 9/27/2016





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:

Local Planning Council  
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

Public Agency 2 - Central/South  
PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Menezes (Last Name) Edirle (First Name) (Middle Name)

2. **Address:** 1485 (No.) Civic Court Suite 1200 - Concord, CA 94520 (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** (Home No.) (Work No.) (Cell No.)

4. **Email Address:** emenezes@first5coco.org

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: Doctorate in Psychology, Specialization in Child Development

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Clark University, Worcester, MA, USA	Doctorate in Psychology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			Ph.D.	2003
B) Universidade Federal Pernambuco, Brazil	Master's in Cognitive Psychology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			M.A.	1999
C) Universidade Federal Ceara, Brazil	Bachelor's in Psychology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			B.A.	1995
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

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

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="border: 1px solid black; padding: 2px;">4/9/2013</div>    <div style="border: 1px solid black; padding: 2px;">Present</div>            Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="border: 1px solid black; padding: 2px;">3</div>      <div style="border: 1px solid black; padding: 2px;">5</div>            Hrs. per week <div style="border: 1px solid black; padding: 2px;">40</div> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">ECE Program Officer</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">First 5 Contra Costa 1485 Civic Court, Suite 1200 Concord, CA 94520</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">- Oversight of Contra Costa QRIS, including coaching, assessments, and oversight of rating and monitoring, WELS database. - Management of Contra Costa PDP - Oversight of numerous early literacy projects in the County</div>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="border: 1px solid black; padding: 2px;">9/7/2005</div>    <div style="border: 1px solid black; padding: 2px;">4/6/2013</div>            Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="border: 1px solid black; padding: 2px;">7</div>      <div style="border: 1px solid black; padding: 2px;">5</div>            Hrs. per week <div style="border: 1px solid black; padding: 2px;">40</div> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">Department Chair, Nat'l Hispanic Univ</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">National Hispanic University 14271 Story Road San Jose, CA 95127</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">- Oversight of Child Development B.A. and M.A. programs  - Curricula revision - Child Development courses scheduling and staffing - Faculty</div>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="border: 1px solid black; padding: 2px;">10/5/2004</div>    <div style="border: 1px solid black; padding: 2px;">08/1/2005</div>            Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="border: 1px solid black; padding: 2px;">0</div>      <div style="border: 1px solid black; padding: 2px;">10</div>            Hrs. per week <div style="border: 1px solid black; padding: 2px;">40</div> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">Mission YMCA Preschool Director</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">4080 Mission St. San Francisco, CA 94112</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">- Oversight of overall daily operations of the preschool, including instruction and curriculum, child observation instruments, child assessment, and budget planning and implementation</div>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="border: 1px solid black; padding: 2px;">08/01/2008</div>    <div style="border: 1px solid black; padding: 2px;">01/15/2009</div>            Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="border: 1px solid black; padding: 2px;">0</div>      <div style="border: 1px solid black; padding: 2px;">6</div>            Hrs. per week <div style="border: 1px solid black; padding: 2px;">40</div> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">SF CARES Manager</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">Wu Yee Children's Services 827 Broadway San Francisco, CA 94113</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">- Design and implementation of various SF CARES Policies. - SF CARES Program Oversight.</div>

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: 9/27/16

### 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.

# EDIRLE MENEZES, PH.D

---

---

## FOREIGN LANGUAGES

Bilingual in Spanish and Portuguese.

---

---

## RELEVANT EXPERIENCE

### FIRST 5 CONTRA COSTA COUNTY, Concord, CA

April 2013-Present

#### Early Childhood Education Program Officer

- Oversee one or more strategies, programs, or grantees, requiring capacity building, technical assistance and grant management skills
- Partner with contractors and grantees (including school districts, County departments, community-based organizations, and grassroots efforts) to develop projects, identify needed resources, and define key outcomes and milestones, ensuring that appropriate monitoring and evaluation processes are established to support learning and produce focused evaluation of outcomes
- Support the fund allocation process as requested, to include review and feedback on Request For Proposal (RFP) submissions related to feasibility of program components, implementation approach, and proposed outcomes
- Work closely with contractors to achieve desired impact of grants by conducting site visits, providing technical guidance, convening meetings of key stakeholders, and by applying and monitoring milestone-based performance objectives
- Collaborate as necessary to manage internal processes related to program/strategy areas, including contract administration, contract monitoring, budget development and monitoring, and evaluation
- Serve as a member of the Program Team
- Serve as a point of contact for program/initiative area issues for key stakeholders
- Represent the Commission to key external constituencies, or on committees or work groups related to area of expertise and responsibilities of the position. Participation may include preparing formal and informal presentations such as education and training events, attending conferences, participating on regional workgroups, and other meetings as necessary
- Write and produce informative briefings and other materials on key issues for team members and the Commission as needed

### FIRST 5 SAN MATEO COUNTY, San Mateo, CA

Oct 2012-April 2013

#### Early Learning Systems Specialist/Consultant

- Facilitate and support the Readiness Assessment and related quality improvement activities in order for selected classrooms to meet the Child Signature Program's (CSP) Baseline Criteria and Teacher/Provider Qualifications
- Implementation of the CSP Quality Enhancement Program elements
- Support completion of the Readiness Assessment
- Development of improvement plans

- Engagement in improvement activities
- Coordination for and, in some cases, directly providing training and technical assistance to participating centers and classrooms.

**NATIONAL HISPANIC UNIVERSITY, San Jose, CA**

**Sept 2005-April 2013**

**Chair, Child Development Department  
Bachelor's and Master's in Early Childhood Education**

- Oversight of NHU Child Development Program.
- Teaching of Early Childhood and Child Development courses.
- Development of various community projects in the ECE field.
- Assessing effectiveness of teaching methodologies and conduct periodic faculty evaluations.
- Staff and schedule Child Development courses.
- Faculty training and evaluation.
- Compliance with WASC accreditation requirements.
- Child Development Bachelor's and Master's Programs curricula development.
- Oversight of online course development.
- Serve as an academic champion for Master's degree online course development.
- Conduct periodic Child Development program reviews.
- Participate in articulation activities amongst Santa Clara County community colleges and other 4-year Universities.
- Develop and monitor on-site and off-campus Child Development student cohorts.
- Oversight of Child Development scholarships.
- Serve at various University committees.
- Participate actively in ECE committees at the City, County and State levels.

**WU YEE CHILDREN'S SERVICES, San Francisco, CA**

**Aug 2008-Jan 2009**

**SF CARES Manager**

- Design and implementation of various SF CARES policies.
- SF CARES Program oversight.
- Hold regular meetings with SF college representatives, college counseling, assessment and transfer departments to coordinate services to CARES participants.
- Participation in regularly scheduled CARES meetings.
- Work closely with First 5 SF on the BA/MA bonus program.

**MISSION YMCA, San Francisco, CA**

**Oct 2004 – Aug 2005**

**Preschool Program Director**

- General organization, direction, and supervision of a community-based preschool program.
- Budget planning and management.
- Create program fundraising strategies.
- Designing and implementation of assessment tools aiming that aim at understanding cognitive and socio-emotional development of children from diverse cultural, ethnic, and socioeconomic backgrounds
- Serve as a resource staff to teaching personnel to further enhance their skills and provide ongoing technical assistance in the following areas: desired results, implementation of developmentally appropriate practices; classroom management techniques; inclusion of children with special needs; and assessment of children's outcomes.
- Monitor program compliance with Community Care Licensing.

- Implementation of NAEYC (National Association for the Education of Young Children) accreditation requirements.
- Development and implementation of an anti-bias curriculum that included social, emotional, cognitive, and multicultural themes.

**WORCESTER STATE COLLEGE, Worcester, MA.**

**Sept 2001 - May 2002**

**Adjunct Faculty, Human Development Department**

- Teaching Developmental and General Psychology courses.
- Weekly office hours.
- Attendance in department meetings.

**Professional Development, Certifications,  
Memberships in Professional Organizations and Grants**

**SANTA CLARA COUNTY CARES, San Jose, CA**

**Nov 2005 – Present**

**College Representative**

- Provide educational advisement to CARES Plus (Comprehensive Approaches to Raising Educational Standards) participants by updating their PDEPs (Professional Development Educational Plan).
- Meet and confer with representatives of the college counseling, assessment and transfer departments, as appropriate, to coordinate services to early childhood students.
- Participation in regularly scheduled CARES Plus related meetings (e. g. monthly Roundtable, technology trainings, annual retreat, etc.).

**Race to the Top Executive Committee Member, Santa Clara County Regional Consortium  
Oct 2012-Present**

**WEST ED/PITC – PROGRAM FOR INFANT-TODDLER CARES, San Francisco, CA  
2010**

**Aug 2006-Aug**

**College Representative**

- Curriculum development and issuance of academic units for participants of inclusion series (PITC – Trainer Institutes).
- Development of modules focusing on developmental stages of infancy and early childhood, and on how to observe behavior including early warning signs, understanding protective urges and cultural issues.

**STEP-UP (SUPPORTIVE, TEACHING & EDUCATIONAL PROGRAMS FOR UNDERSTANDING  
PRESCHOOLERS – KNIGHT FOUNDATION GRANT  
Oct 2004-Oct 2006**

**College Representative**

- Work collaboratively with different organizations to identify and support unlicensed day care providers in the Solari/Seven Trees Community, San Jose, CA.

- Provide guidance to the collaborative in developing bilingual, culturally sensitive coursework customized to non-exempt day care providers who may integrate into college systems.
- Develop and implement home visits and caregiver dialog groups on various topics, such as dealing with challenging behaviors in the family day care environment.

**CLASS (Classroom Assessment Scoring System) tool trainer**  
**E3 Institute, Santa Clara County**

**March 2011.**

**NAEYC member**

**PITC Trainer of the Trainers**

**Member of Contra Costa Local Planning Council (January 2006-January 2007)**

**Member of Bright Horizons Family Solutions Recruitment Advisory Board.**

**Courses Taught: September 2001- present**

General Psychology; Developmental Psychology; Child Growth and Development; Child, Family and Community; Cultural Dimensions Related to Child Development; Development of Language and Cognition; Research in Child Development; Field Experience in the Classroom; Practicum in Early Childhood Education I & II; Observation and Assessment Techniques; Young Children with Special Needs; Infant and Toddler Development; Emergent Literacy in Early Childhood; Introduction to Early Childhood Education; Play, Development, and Learning; Impact of Violence on Children and Families; Early Childhood Curriculum; and Administration and Supervision.

*All my courses are taught using a combination of lecture, multi-media technology tools and hands-on activities to differentiate education and meet the needs of diverse learners, while building successful concept retention and skill acquisition.*

## RELEVANT PUBLICATIONS

Menezes, E. (2008). Children's Play and the Socio-Cultural Nature of Subjectivity: Understanding Children's Psychological Processes in Collectively guided (inter)Subjective Settings. 1<sup>st</sup> Edition. VDM Verlag.

Menezes, E. (2002). The (un) wanted subject of Lacan. Karen Ror Malone and Stephen R. Friedlander (Eds.), *The subject of Lacan: A Lacanian reader for psychologists*. Culture & Psychology Vol. 8(4). Dec, 2002: 475-487. London: Sage Publications.

Menezes, E. (submitted). The sociogenesis of subjectivity: Challenges to psychological research. Journal article submitted to *Theory & Psychology*.

Menezes, E. (1994). Psychoanalysis according to Cornelius Castoriadis - Manuscript published at the *CNPq Academic Journal*, 11/94; p. G-400.

Menezes, E. (1993). The influence of exploiting tourism in the increase of children abuse in Northeast Brazil. Research published at the *CNPq Academic Journal*, 11/93; p. G-35.

## EDUCATION

**Doctorate in Developmental Psychology, concentration on Child Development**  
 Clark University, Worcester, MA - October 2004.

**Master of Arts in Cognitive Psychology, concentration on Child Development.**

UFPE, Brazil - June 1998.

**Bachelor of Arts in Psychology, concentration on Child Psychology.**  
UFC, Brazil. March - June 1995.

*B.A. and M.A. foreign degree evaluation reports provided upon request*



**APPLICATION FOR MEMBERSHIP**

Name: Stacie Cooper-Roundtree  
 Home Address: Antioch Zip: 94531  
 Business/Agency/Affiliation: Training Children Childcare & Learning Center  
 Address: 4716 Parkland Ct. City: Antioch Zip: 94531  
 Type of Organization: FAMILY Childcare Position: Owner and Lead Teacher  
 Day Phone: \_\_\_\_\_ FAX: (925) 757-1216 Email: \_\_\_\_\_

**A. CATEGORIES FOR APPOINTMENT**

The County Board of Supervisors and the Superintendent of Schools make appointments to the Early Care and Education Planning Council. Members must live or work in Contra Costa County. Twenty percent of the Planning Council members are to be drawn from each of the following categories described below: Child Care Consumer, Child Care Provider, Community Representative, Public Agency Representative, and All Other. Please indicate which categories you could represent.

- 1. Consumer of Child Care Services** - using childcare or have used it within the past 36 months.  
 Are you currently utilizing Child Care?  Yes  No Date you last used it: \_\_\_\_\_  
 Type of Care: \_\_\_\_\_ Location: \_\_\_\_\_  
 Length of Time as a Consumer: \_\_\_\_\_
  
- 2. Child Care Provider**- please check the types of care you provide and note the number of children:  

<input checked="" type="checkbox"/> Licensed family care provider	# of children licensed for <u>14</u>
_____ Licensed & publicly funded child care center	# of children licensed for _____
_____ Licensed, private for profit, or private non-profit child care center	# of children licensed for _____
_____ Subsidized Child Care Program	# of children licensed for _____
_____ License exempt child care provider	# of children cared for _____

  
 Location of your facility: \_\_\_\_\_ Program/Center Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- 3. Community Representative:** Includes civic or community based agencies or business that advocate for child care but do NOT provide child care or contract with the California Department of Education to provide child care and developmental services.  
 Organization: \_\_\_\_\_ Service Provided: \_\_\_\_\_  
 Location: \_\_\_\_\_ Service Area: \_\_\_\_\_
  
- 4. Public Agency Representative** - Including city, county and local education agencies.  
 Agency: \_\_\_\_\_ Service Area: \_\_\_\_\_
  
- 5. All Other-** Please describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION**

CalWORKS legislation AB 1542 (Education Code 8499.3 d) states, "Every effort shall be made to ensure that the ethnic racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution of the population of the county"

Please indicate your ethnic origin:

Which region of the County would you represent: Contra Costa

- White (non-Hispanic)
- Black (Includes African, Jamaican, Trinidad and West Indian)
- Hispanic (includes Mexican, Puerto Rican Cuban, Latin American or Spanish)
- Asian or Pacific Islander (includes Pakistani, East Indian, Japanese, Tongan, Filipino, Laotian, or Vietnamese)
- American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue or tribal association)
- Other \_\_\_\_\_

**C. CURRENT COUNCIL INVOLVEMENT:**

Are you currently an active participant on a Council Committee?  No  Yes  
Which Committee: \_\_\_\_\_ What is your participation? \_\_\_\_\_

**D. INTERESTS:** Personal/Professional areas of interest/experience/skills that could benefit the Council:

Family engagement, Provider mentoring, public speaking, with a "can do attitude," self-started, excellent work ethics, professionalism, and motivator of others. "Leadership Skills."  
I am interested in becoming a Council representative because: I am interested in becoming a Council representative because I would like to advocate for families and providers in our community.

**E. MEMBER RESPONSIBILITIES:** Members are expected to attend regular meetings on the fourth Monday of July, September, November, January, March, and May from 3:00 p.m. to 5:00 p.m. and participate in at least one committee. Additional meetings may be scheduled for training and council business.

Are you able to commit to regular participation, given this schedule:  Yes  No

If needed, do you have the support of your agency/employer to be an active member of the Council?  
 Yes  No

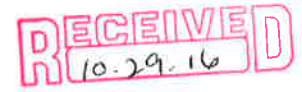
**F. How did you hear about the Planning Council?**

I previously sat on the LPC years ago, but got ill and had to step down (due to illness). Ruth Fernandez has been my mentor in reinstatement.

Please attach your resume and a letter of interest with this application. Mail completed application, resume and letter of interest to the Contra Costa County Local Planning and Advisory Council (LPC) Coordinator at the Contra Costa County Office of Education, 77 Santa Barbara Road, Pleasant Hill, CA 94523.

For more information please call the LPC Coordinator at (925) 942-3413.

Signature: \_\_\_\_\_ Date: 10-19-10



**EXPERIENCE:**

Los Medanos College

**Professional Growth Advisor: 09/2006 to 6/2016**

- Mentor other students CLASS Seminars
- QRIS Workshops Facilitator
- Reflective Practice Seminar Facilitator
- Family Child Care Provider Mentor

TRAINING CHILDREN CHILD CARE & LEARNING CENTER:

**Owner and Lead Teacher of Family ChildCare: 11/98 to Present**

- Mentor and Supervisor of employees.
- Coordinated curriculum, craft and learning projects.
- Excellent communication skill.
- Strong emphasis in program diversity.
- Assist children in problem solving
- Compiled monthly calendar, updated children and worker's roster, type memos when needed.
- Formed and insure implementation of Training Children Master Plan by having a working knowledge of all policies, procedures and job descriptions for all teachers.
- Plans monthly staff meetings, parent-teacher conferences.
- Order and maintained a supply.

FORTRESS CHRISTIAN CENTER:

**Director/ Administration, 11/94 to 6/97**

- Supervised and coordinated curriculum for over 200 children.
- Compiled monthly ministry reports for Pastors, updated children and worker's roster.
- Formed and insure implementation of the Children's Ministry Master Plan by having a working knowledge of all policies, procedures and job descriptions for over 20 teachers.
- Planned monthly workers meeting, parent-teacher conferences and CPR classes.
- Administered all facets of programs and developed annual budgets to fulfill several areas of the children's ministry.
- Ordered and maintained a supply of Children's Ministry Greeting Packet as well as teaching and other supplies.

EAST BAY FAITH CENTER:

**Program Development & Personnel Training, 2/89 to 6/96**

- Assisted with coordinating classroom structures and assisting with the vision of the ministry. Implemented the concepts of sectioned classrooms, coordinated parent-participation and parent-rotation.
- Scheduled workers, planned special events, updated ministry roster and coordinated the production and reproduction of literature.
- Promoted an ongoing Bible Memorization Contest to develop children bible skills as well as reading skills.
- Designed a Bible Book Store where children may shop for toys, books, video and other fun items.
- Attended monthly staff meeting and mandatory functions.
- Interviewed, selected and evaluated 20 or more teachers.
- Provided leadership, mentoring and hands-on-training to the Children's Ministry.
- Research information on sexual abuse and special needs children.
- Responsible for fund-raisers.

#### **EDUCATION:**

- Bachelor of Science Human Development, California State University – East Bay, Hayward CA. (Currently Enrolled)
- Associate of Science Child Development, Los Medanos College, Pittsburg, CA. May, 2012
- Area of Study Business Administration, Laney College, Oakland, CA.
- Area of Study Business Administration/Psychology, Malone Christian College, Canton, Ohio
- Area of Study Child Development and Children's Ministry, Phoenix First Assembly, Phoenix Arizona
- Professional Development Program (PDP) Alliance Member
- **Provisional Certifications:**
  - California Child Development Site Supervisor Permit. 2015
  - CPR Certification. 2015, First Aid Certification. 2015
  - My Teaching Partner (MTP) Certificate, 2013
  - Ages and Stages Questionnaire (ASQ-3) and (ASQ-SE), 2013
  - QRIS Technical Assistance (T.A.) Provider Network Seminar, 2013
  - Classroom Assessment Scoring System (CLASS) Certificate. 2012
  - Child Development Certificate, Los Medanos College, Pittsburg, CA. May, 2002
- **Skills Certificates**
  - Child Development Specialization Administration: Director of Private Preschools, 2010
  - Child Development Specialization Special Needs Care & Education, 2014

**REFERENCE:** Available upon request



Contra  
Costa  
County

**For Office Use Only**  
Date Received:  
10.29.16

**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:

Local Planning Council (LPC)  
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

Child Care Provider 4-East  
PRINT EXACT SEAT NAME (if applicable)

1. Name: Cooper-Roundtree, Stacie  
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted] Antioch CA 94531  
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]  
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

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 AS Degree, Child Development

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Malone University	Business	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>				
B) Los Medanos College	Child Development	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			AS	2012
C) CALIFORNIA STATE	Human Dev	Yes No <input type="checkbox"/> <input type="checkbox"/>		2		
D) Other schools / training completed: Los Medanos College	Course Studied Child Development	Hours Completed	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

\* See attached certificate

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>1998</u> To <u>Present</u>          Total: Yrs. <u>18</u> Mos. <u>10</u>          Hrs. per week <u>70</u>. Volunteer <input type="checkbox"/></p>	<p>Title  <u>Owner/Lead Teacher</u>          Employer's Name and Address  <u>Stack Roundtree</u>  <u>4716 Parkland Ct</u>  <u>Antech CA 94531</u>  <u>Child care Provider</u></p>	<p>Duties Performed  <u>See attached</u>  <u>Resume for</u>  <u>description of</u>  <u>duties</u></p>
<p>B) Dates (Month, Day, Year)          From <input type="text"/> To <input type="text"/>          Total: Yrs. <input type="text"/> Mos. <input type="text"/>          Hrs. per week <input type="text"/>. Volunteer <input type="checkbox"/></p>	<p>Title  <input type="text"/>          Employer's Name and Address  <input type="text"/></p>	<p>Duties Performed  <input type="text"/></p>
<p>C) Dates (Month, Day, Year)          From <input type="text"/> To <input type="text"/>          Total: Yrs. <input type="text"/> Mos. <input type="text"/>          Hrs. per week <input type="text"/>. Volunteer <input type="checkbox"/></p>	<p>Title  <input type="text"/>          Employer's Name and Address  <input type="text"/></p>	<p>Duties Performed  <input type="text"/></p>
<p>D) Dates (Month, Day, Year)          From <input type="text"/> To <input type="text"/>          Total: Yrs. <input type="text"/> Mos. <input type="text"/>          Hrs. per week <input type="text"/>. Volunteer <input type="checkbox"/></p>	<p>Title  <input type="text"/>          Employer's Name and Address  <input type="text"/></p>	<p>Duties Performed  <input type="text"/></p>



7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other Mrs. Ruth

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: 10-19-16

**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.

	Terms of Office								
Seat Title	Expires	Name	Business/Affiliation Address	Home Address	Email	Work #	Home #	Fax #	Cell or Alternate #
Consumer 1 West County	4/30/2019	Dr. Crystal McClendon-Gourdine	Baby Love Child Development Services 845 Meadow View Drive Richmond, CA 94806			510-799-9003		510-799-9013	
Consumer 2 Central/South County	4/30/2019	Vacant							
Consumer 3 Central/South County	4/30/2017	Vacant							
Consumer 4 East County	4/30/2018	Deena Jones	Genentech Inc. 1 DNA Way South San Francisco, CA						
Child Care Provider 1 West County	4/30/2019	Silvana Mosca-Carreon (Second Vice-chair)	ICRI-EI Nuevo Mundo Children's Center Director 1707 Pennsylvania Ave Richmond, CA 94801			510-233-2329		510-965-1771	
Child Care Provider 2 Central/South County	4/30/2019	Brenda Brown	Concord Child Care Center, Inc. 1360 Detroit Ave Concord, CA 94520			925-689-5151 x201			
Child Care Provider 3 Central/South County	4/30/2019	Luis Arenas	The Unity Council - Cesar Chavez Center Deputy Director 1187 Meadow Lane Concord, CA 94520			925-798-1011		925-798-1005	
Child Care Provider 4 East County	4/30/2017	Vacant							
Public Agency 1 West County	4/30/2018	Carolyn Johnson	Contra Costa County Community Services Bureau 3068 Grant Street Concord, CA 94520			925-646-5797		925-646-5815	
Public Agency 2 Central/South County	4/30/2018	Vacant							
Public Agency 3 Central/South County	4/30/2019	Joan Means	Diablo Valley College Adjunct Faculty Early Childhood Education 321 Golf Club Road Pleasant Hill, CA 94523			925-685-1230 ext. 1870			
Public Agency 4 East County	4/30/2018	Doug Rowe (First Vice-chair)	Los Medanos College 2700 E Leland Rd Pittsburg, CA 94565						
Community 1 West County	4/30/2019	Eric Peterson	Contra Costa Child Care Council Area Director 1035 Detroit Avenue, #200 Concord, CA 94518			(925) 676-6610		925-265-6510	
Community 2 Central/South County	4/30/2019	Dr. Deborah Penry	CARE Parent Network Early Education Coordinator 1340 Arnold Drive, #115 Martinez, CA 94553			(925)313-0999 ext. 107		925-370-8651	
Community 3 Central/South County	4/30/2018	Vacant							
Community 4 East County	4/30/2019	Janeen Rockwell-Owens	3209 G Street Antioch, CA 94509			925-754-2518			
Discretionary 1 East County	4/30/2018	Eran Perera							
Discretionary 2 Central/South County	4/30/2018	Daniel Safran							
Discretionary 3 Central/South County	4/30/2018	Cathy Roof (Chair)	Martinez Early Childhood Center 615 Arch Street Martinez, CA 94553			925-229-2000		925-229-2088	
Discretionary 4 West County	4/30/2019	Aurora Ruth							
LPC Coordinator		Ruth Fernández	77 Santa Barbara Road Pleasant Hill, CA 94523			925-942-3413		925-942-3480	
Administrative Assistant		Melody Yee	77 Santa Barbara Road Pleasant Hill, CA 94523			925-942-5313		925-942-3480	
CCCOE Deputy Superintendent of Schools		Dr. Pamela Comfort	77 Santa Barbara Road Pleasant Hill, CA 94523			925-942-3358		925-942-5319	





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Re-appointment to the City 3 seat on the Affordable Housing Finance Committee

---

**RECOMMENDATION(S):**

RE-APPOINT Cal Robie to the City 3 seat on the Affordable Housing Finance Committee to a term ending June 30, 2019, as recommended by the Community Development Block Grant entitlement cities in Central County.

**FISCAL IMPACT:**

No General Fund impact.

**BACKGROUND:**

The Affordable Housing Finance Committee (AHFC) advises the Board of Supervisors on the allocation of approximately \$3 million in HOME Investment Partnerships Act (HOME) and Community Development Block Grant (CDBG) funds for affordable housing development in Contra Costa County. The Committee consists of nine members, including three Community Representatives, three County Representatives, and three City Representatives. The three City Representatives are nominated by the cities in each subregion of the County. All AHFC members are appointed by the Board of Supervisors to serve staggered three year terms.

Applicants for the City Representative positions are endorsed by the appropriate cities and forwarded to the Board of Supervisors for approval. The City of Pleasant Hill, and the CDBG entitlement jurisdictions and HOME Consortium members, Concord and Walnut Creek, endorsed Cal Robie. The remaining Central County cities did not object to his appointment, but either did not know enough about Mr. Robie and/or the committee to feel comfortable in making a recommendation.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Kara Douglas,  
925-674-7880

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Cal Robie, a resident of Pleasant Hill, is an extremely well qualified applicant with experience in real estate lending through his banking career. He has been an active member of the AHFC since 1998. There were no other applicants for this seat. In addition to this vacancy, one of the three County representative seats is vacant.

CONSEQUENCE OF NEGATIVE ACTION:

If this appointment is not made, the committee will have a vacancy and will continue to advertise for new members.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Add Two (2) Information Systems Assistant II

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22008 to add two (2) full-time Information Systems Assistant II (LTVH) (represented) positions at salary plan and grade 3R5 1005 (\$3,131 - \$3,806) in the Department of Conservation and Development.

**FISCAL IMPACT:**

Upon approval, this action will result in annual costs of approximately \$124,000, of which \$20,000 represent annual pension costs. The costs of these two additional positions will be partially offset by savings generated from reducing contract costs by \$120,000 (equivalent to 2 contract positions). Land development fees will fund the remainder of the costs. This action has no impact to County General Fund.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Victoria Mejia (925)  
674-7726

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

By: , Deputy

cc: Victoria Mejia

## BACKGROUND:

The Department of Conservation and Development (DCD) is requesting to add two (2) Information Systems Assistant II (ISA II) positions to assist with its ongoing document conversion project. DCD has embarked on a large-scale project of converting old paper files, mostly pertaining to building and planning permits, maps, etc., to electronic files on Laser-fiche. This is being done while at the same time attempting to keep current with scanning and indexing new files into Laser-fiche. A couple of years ago, DCD launched its Citizen Access portal which allows the public to conduct limited business on-line. This new way of providing on-line access to the public to transact business with DCD puts greater emphasis on the need for DCD's documents to be electronically stored and efficiently managed on Laser-fiche.

The scanning and indexing of voluminous files has been historically performed by contracted vendors, but DCD would like to gradually bring this work in-house for greater control and efficiency. In fact, DCD has been in discussions with Local 2700 to advise them of the plan to gradually transition this work to permanent county employees. On May 2016, DCD hired one full-time ISA II and this is the first permanent county staff that has been dedicated to this project. This is the first step in transitioning the work in-house. However, the bulk of this work continues to be contracted out.

This Board Order is requesting to add 2 more permanent ISA II positions to be dedicated to this project. These additional positions will help achieve DCD's goal of moving the scanning and indexing functions in-house, resulting in the gradual elimination of contract services. The ISA II classification is the county-wide class that is appropriate for the duties involved in performing the document conversion tasks. The costs of these additional positions will be partially offset by savings generated by reducing, and eventually eliminating the need for contract services. Additionally, this action will allow DCD to fulfill the transition plan that has been discussed with Local 2700.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to obtain Board approval will derail DCD's plan to eliminate the use of contract services that were being used to convert paper files to Laser-fiche, and will not allow DCD to fulfill its plan to bring the file conversion work in-house.

## ATTACHMENTS

P300 22008 Add 2 ISA II in DCD

**POSITION ADJUSTMENT REQUEST**

NO. 22008  
DATE 12/28/2016

Department Conservation and Development (DCD) Department No./  
Budget Unit No. 2653 Org No. 0280 Agency No. 38

Action Requested: ADD TWO (2) permanent, full-time Information Systems Assistant II to DCD

Proposed Effective Date: 2/1/2017

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 \$124,000.00 Net County Cost \$0.00  
Total this FY \$51,666.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Savings generated from reducing contract services offset

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

VM for JK

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

12/28/16

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/30/2016

Add two (2) full-time Information Systems Assistant II (LTVH) (represented) positions at salary plan and grade 3R5 1005 (\$3,131.25 - \$3,806.05)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Mary Jane De Jesus-Saepharn

12/30/2016

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2017

Approve Recommendation of Director of Human Resources  
 Disapprove Recommendation of Director of Human Resources  
 Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2017

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services  
Date: January 17, 2017

Subject: Increase position hours of a Mental Health Community Support Worker I - Project in the Health Services Department

---

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 22018 to increase the hours of Mental Health Community Support Worker I – Project (VQW7) position #14678 from 20/40 to 40/40 at salary level TC5-0875 (\$2,753 - \$3,346) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, there is an annual cost of approximately \$52,086, which includes estimated pension costs of \$7,128. The cost will be entirely offset within the department's General Fund allocation, budgeted.

**BACKGROUND:**

The Health Services Department is requesting to increase the hours of Mental Health Community Support Worker I - Project position #14678 from 20/40 to 40/40. The incumbent has been working the increased hours for the past six months and these hours are certified by the manager as being operationally necessary to continue the mandated functions of the department, to ensure client care at the Conservatorship/Guardianship Program.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Melissa Carofanello -  
925-957-5248

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Conservatorship/Guardianship Program of the Health Services Department will not have adequate staffing to meet the demand and volume of client care for those we serve.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

P300 22018 HSD



**POSITION ADJUSTMENT REQUEST**

NO. 22018  
DATE 12/23/2016

Department HEALTH SERVICES Department No./ Budget Unit No. 0467 Org No. 5957 Agency No. A18  
Action Requested: Increase the hours of one permanent Mental Health Community Support Worker I- Project (VQW7) position #14678 from 20/40 to permanent full-time 40/40 in the Health Services - Conservatorship/Guardianship Program.

Proposed Effective Date: 01/18/17

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 \$52,085.75 Net County Cost \$52,085.75  
Total this FY \$26,042.87 N.C.C. this FY \$26,042.87

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund, budgeted

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

1/11/2017

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2017

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2017

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services  
Date: January 17, 2017

Subject: Increase position hours of Registered Nurse - Experienced Level in the Health Services Department

---

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 22019 to increase the hours of Registered Nurse – Experienced Level (VWXD) position #15227 from 20/40 to 40/40 at salary level L3H-0400 (\$8,079 - \$8,972) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, there is an annual cost of approximately \$117,571, which includes estimated pension costs of \$19,111. The cost will be entirely offset by Third Party revenues.

**BACKGROUND:**

The Health Services Department is requesting to increase the hours of Registered Nurse – Experienced Level position #15227 from 20/40 to 40/40. This position resides in the Behavioral Health Division’s Mental Health Services Act Innovative Program Coaching to Wellness, which is experiencing an increase in request for services from their adult mental health client population. In addition historically the department has found it difficult to fill this assignment’s

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Melissa Carofanello -  
925-957-5248

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

part time position and full time positions provide increased consistency with working with the consumers of the Coaching to Wellness population. The Department has determined a full time Registered Nurse – Experienced Level is more appropriate than a part time Registered Nurse – Experienced Level.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Behavioral Health Division’s MHSA Innovation Project Coaching to Wellness of the Health Services Department will not have adequate staffing to meet the demand and volume of client care for those we serve.

ATTACHMENTS

P300 No. 22019 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 22019  
DATE 12/23/2016

Department HEALTH SERVICES Department No./  
Budget Unit No. 0467 Org No. 5899 Agency No. A18  
Action Requested: Increase the hours of one permanent Registered Nurse - Experienced Level (VWXD) position #15227 from 20/40 to permanent full-time 40/40 in the Health Services - Behavioral Health Division.

Proposed Effective Date: 1/18/2017

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 \$117,570.52 Net County Cost \$0.00  
Total this FY \$78,380.35 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100%Third Party Funding

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

1/11/2017

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2017

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2017

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services  
Date: January 17, 2017

Subject: Add a permanent full-time Substance Abuse Program Manager position in Health Services Department

---

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 22020 to add one permanent full-time Substance Abuse Program Manager (VHGE) at salary level ZA5-1750 (\$6,547 - \$7,958) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, there is an annual cost of approximately \$154,542, which includes estimated pension costs of \$54,167. The cost will be entirely offset with budgeted Third Party funding. (100% Third Party revenues)

**BACKGROUND:**

The Health Services Department is requesting to add a Substance Abuse Program Manager for its Alcohol and Other Drugs Program which administers Substance Abuse Mental Health Works (SAMHWorks), a wellness to independence for CalWORKs recipients who are seeking treatment for substance abuse. Currently, the Alcohol and Other Drugs Program has a contractor administering (SAMHWorks) grant and would like to have a full time permanent employee to complete the necessary work. The Department has determined a full time Substance Abuse Program Manager would be appropriate classification to fulfill the needs of this program.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Melissa Carofanello -  
925-957-5248

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Alcohol and Other Drugs Program of the Health Services Department will not have adequate staffing to meet the demand and volume of client care for those we serve.

ATTACHMENTS

P300 No. 22020 HSD



**POSITION ADJUSTMENT REQUEST**

NO. 22020  
DATE 12/23/2016

Department HEALTH SERVICES Department No./  
Budget Unit No. 0466 Org No. 5911 Agency No. A18  
Action Requested: Add one full time Substance Abuse Program Manager (VHGE) in the Health Services - Behavioral Health Division.

Proposed Effective Date: 1/18/17

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 \$154,542.29 Net County Cost \$0.00  
Total this FY \$77,271.15 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Third Party Funding

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

1/11/2017

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2017

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2017

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services  
Date: January 17, 2017

Subject: Add a permanent full-time Mental Health Program Chief position in Health Services Department

---

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 22017 to add one permanent full-time Mental Health Program Chief (VQDN) at salary level ZA5-2029 (\$8,630 - \$10,490) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, there is an annual cost of approximately \$199,210, which includes estimated pension costs of \$44,690. The cost will be entirely offset by third party revenues.

**BACKGROUND:**

The Health Services Department is requesting to add a Mental Health Program Chief for its Behavioral Health Division as a result of the program's significant expansion due to the California drug medical waiver. In addition to the expansion, the division will be looking to consolidate contracts, personnel, and emergency preparedness and expand utilization review, quality assurance and work force development. The Department has determined a full time Mental Health Program Chief would be the most appropriate classification to fulfill the needs of the division.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Melissa Carofanello -  
925-957-5248

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Behavioral Health Division of the Health Services Department will not have adequate staffing to meet the demand and volume of client care for those we serve.

ATTACHMENTS

P300 No. 22017 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 22017  
DATE 12/23/2016

Department HEALTH SERVICES Department No./  
Budget Unit No. 0467 Org No. 5999 Agency No. A18  
Action Requested: Add one full time Mental Health Program Chief (VQDN) in the Health Services - Behavioral Health Division.

Proposed Effective Date: 1/18/2017

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 \$199,210.30 Net County Cost \$0.00  
Total this FY \$99,605.15 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Third Party Revenue

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

1/11/2017

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2017

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2017

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

Subject: Unit Modification of the CCC Public Defenders Association Unit

---

**RECOMMENDATION(S):**

ACKNOWLEDGE modification of the CCC Public Defenders Association Unit represented by the Contra Costa County Defenders' Association to establish a new representation unit called the Public Defender Investigators Unit to be composed of the following classifications: Public Defender Investigator Aide (6N75), Public Defender Investigator Assistant (6N7A), Public Defender Investigator I (6NWA), Public Defender Investigator II (6NVA), and Senior Public Defender Investigator Aide (6NVB), as recommended by the Employee Relations Officer.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

In October 2016, members of the Defenders' Association submitted a petition to the Labor Relations Department requesting a unit modification to create a new bargaining unit containing the Public Defender Investigators classifications. Signatures on the petition were verified and the process to modify the CCC Public Defenders Association Unit to create a new Public Defender Investigators Unit proceeded pursuant to Section 34-12.016 of the County's Employer-Employee Relations Resolution (EERR). The interested parties met on January 4, 2017 wherein the parties agreed to the establishment of the Public Defender Investigators Unit in accordance with the EERR.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Public Defender Investigators will continue to be part of the CCC Public Defenders Association Unit.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Shanna Edwards (925)  
335-1782

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Agreement #28-891 from the California Department of Public Health, Refugee Health Program

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to execute on behalf of the County, Agreement #28-891 with the California Department of Public Health, Refugee Health Program to set forth privacy and security requirements for the Refugee Health Electronic Information System (RHEIS), for the period January 1, 2017 through September 30, 2020.

**FISCAL IMPACT:**

This is a non-financial agreement. No financial impact to the County.

**BACKGROUND:**

The Refugee Health Assessment Program (RHAP) allows for the provision of health assessment services to refugees, asylees, entrants from Haiti and Cuba, Special Visa immigrants, certified victims of human trafficking, and other eligible entrants as required in the California Refugee Health Assessment form (CDPH 8418A). Based on the assessment, communicable diseases are treated on the new arrivals, as well as other Contra Costans, who are not protected from disease. In addition, this program provides highly trained and culturally appropriate medical interpreters for

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: William Walker, M.D.  
925-957-5410)

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

By: , Deputy



BACKGROUND: (CONT'D)

the County's Afghan, Russian, Vietnamese, Lao and Mien clinics (13-per week). The RHEIS Data Use and Disclosure Agreement allows exchange of refugee data between Health Services Department and California Department of Public Health.

Approval of this Agreement #28-891 will set forth information privacy and security for the RHEIS through September 30, 2020. This agreement includes agreeing to indemnify and hold harmless the State for any and all claims arising out of performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not have access to data necessary to support RHAP program and RHEIS data will not be exchanged between Contra Costa Health Services Department and California Department of Public Health.

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Humboldt State University Sponsored Programs Foundation Funding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to apply for and accept a grant in an amount not to exceed \$200,000 from Humboldt State University Sponsored Programs Foundation for Small Business Development Center, to provide training and information services to owners and potential owners of small businesses in Contra Costa County for the period January 1, 2017 through December 31, 2017.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$200,000: 100% Federal. (50% combined cash and in-kind match).

**BACKGROUND:**

The Workforce Development Board, Small Business Development Center, will provide outreach, group and individualized training, education, and information services to small business owners and potential small business owners in Contra Costa County.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Workforce Development Board Small Business Development Center would not be able to implement designed service and training to County entrepreneurs.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: January 17, 2017

Subject: Grant in the Amount of \$4,500 From the Romance Writers of America

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$4,500 from the Romance Writers of America to provide programming and collection development funding for the period February 1, 2017 through February 28, 2018.

**FISCAL IMPACT:**

No Library Fund match.

**BACKGROUND:**

The Romance Writers of America Library Grant is offered by the Romance Writers of America and presented by the Public Library Association. The Romance Writers of America (RWA) is a national non-profit professional organization representing romance authors, with associate and affiliate memberships granted to publishing industry professionals and librarians, respectively. RWA was founded in 1980 and annually bestows the most prominent romance fiction awards, the RITAs. Contra Costa County Library has not previously been awarded the PLA Romance Writers of America Library Grant.

This grant will benefit the Contra Costa County Library by enabling it to host a Romance Festival in February 2018. This event will showcase the abundant subgenres within the Romance genre, promote literacy and a love of reading and focus attention on the Library's collections and events. It will also fulfill the Library's mission of bringing people

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

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

Contact:  
925-927-3290

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and ideas together. Grant funds will also be used to purchase titles reflecting the wide range of subgenres that will be explored at the Romance Festival. Many of these subgenres (LGBTQ, Ethnic, Christian, etc.) may reflect library target audiences that are underserved and/or underrepresented in the Library's collection.

CONSEQUENCE OF NEGATIVE ACTION:

There will be no Romance Festival nor funds to add additional romance titles to the collection.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Agreement between Contra Costa County and the City of Antioch for the Housing Rehabilitation Loan and Grant Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an agreement with the City of Antioch for the purpose of paying the County to administer the City's Housing Rehabilitation Loan and Grant Program in accordance with a specified fee schedule, for the period July 1, 2016 through June 30, 2017.

**FISCAL IMPACT:**

No fiscal impact to the General Fund. All funds are provided by the City of Antioch.

**BACKGROUND:**

The County Department of Conservation and Development administers a housing rehabilitation loan and grant program through its Neighborhood Preservation Program (NPP). NPP offers grants and low-interest loans to low-income homeowners who own and occupy their home. The recipients qualify for assistance under the County guidelines and U.S. Department of Housing and Urban Development (HUD) regulations.

The City of Antioch wishes to enter into an agreement with the County to enable the County NPP to administer the City's Housing Rehabilitation Loan and Grant Program. The program offers loans and grants to homeowners who cannot obtain conventional financing. Funds are used to eliminate conditions that are detrimental to health and safety, and for repairs such as roofing, electrical, plumbing, mechanical, termite repairs, lead-based paint mitigation, disability access improvements, interior and exterior painting, and other necessary deferred maintenance repairs. The program promotes the stabilization and enhancement of older neighborhoods to encourage a sense of pride in the neighborhood.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Kara Douglas, (925) 674-7880

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The City of Antioch has Community Development Block Grant (CDBG) funds from HUD, and has approved and authorized the expenditure of \$100,000 for this program.

In order for the County to administer the program, the City of Antioch and the County need to enter into the attached CDBG Housing Rehabilitation Loan Program Administration Agreement. The City of Antioch will pay the County a minimum of \$750 for each reviewed applicant, and up to 20 percent of the total loan or grant, as compensation for the services provided by the County to the City.

The County has administered this program for the City of Antioch for a number of years. The current proposal would extend that arrangement for an additional year.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve the contract, the program will be delayed or canceled and the County will not receive the administrative fees that are earned through implementation of this program.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Standard Agreement (Amendment) #29-772-34 with the State of California, Department of

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement (Amendment) #29-773-34 (State #04-36067, A-21) with the State of California, Department of Health Care Services (DHCS), effective December 31, 2016, to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-33), with no change in the original amount payable to the County not to exceed \$317,472,000, to extend the termination date from December 31, 2016 to December 31, 2020.

**FISCAL IMPACT:**

Approval of this amendment will reflect no change in the original amount payable to County of \$317,472,000 for the Medi-Cal Managed Care Local Initiative Project. No County match required.

**BACKGROUND:**

On April 26, 2005, the Board of Supervisors approved Standard Agreement #29-772-13 (as amended by subsequent Amendments #29-772-14 through #29-772-33) with the State of California, DHCS, for the Medi-Cal Local Initiative Health Plan, for the period from April 1, 2005 through December 31, 2016.

Approval of this Standard Agreement (Amendment) #29-772-34 will extend the term through December 31, 2020.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia Tanquary  
925-313-6004

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

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to continue the Medi-Cal Managed Care Local Initiative Project.



Contra  
Costa  
County

To: Board of Supervisors  
From: Mark Peterson, District Attorney  
Date: January 17, 2017

Subject: Underserved Victim Advocacy and Outreach Program Grant

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/19 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management Victim Services Branch, in an amount not to exceed \$175,000, for funding of the Underserved funding of the Underserved Victim Advocacy and Outreach Program for the period April 1, 2017 through March 31, 2018.

**FISCAL IMPACT:**

The District Attorney will receive up to \$175,000 to fund victim advocacy staff to provide better services to underserved populations in targeted areas. This funding requires a 25% in-kind match, which will be met with services provided by the Richmond and Pittsburg Police Departments.

**BACKGROUND:**

The Underserved Victim Advocacy and Outreach Program is supported by Victims

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cherie Mathisen  
925-957-2234

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of Crime Act (VOCA) Assistance and is authorized and is authorized by the Victims of Crime Act of 1984, as amended. The primary goal of the program is to enhance the safety of unserved/underserved victim populations in California by establishing victim advocacy programs solely dedicated to the unserved/underserved population, coordinate direct services in an enhanced response to victimization of specific crime populations among locally involved agencies and implement an outreach awareness program to the specific population determined as unserved/underserved. This grant will fund services to the designated unserved/underserved victim population.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for and accept the grant.

ATTACHMENTS

Resolution No. 2017/19

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

Adopted this Resolution on 01/17/2017 by the following vote:

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



**Resolution No. 2017/19**

Resolution of the Board of Supervisors of the County of Contra Costa authorizing the District Attorney to sign, on behalf of the Board of Supervisors, an agreement between the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management, Victim Services Branch, and the County of Contra Costa.

Whereas the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Underserved Victim Advocacy and Outreach Program to be funded from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management, Victim Services Branch.

NOW, THEREFORE BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof. BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

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

**Contact: Cherie Mathisen 925-957-2234**

**ATTESTED: January 17, 2017**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services  
Date: January 17, 2017

Subject: 2016-17 Low Income Home Energy Assistance Program funding / Amend 3

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment, effective January 1, 2017, with California Department of Community Services and Development, to change the term end date from January 31, 2017 to new term end September 30, 2017 with no change to payment limit of \$3,907,748 for Low Income Home Energy Assistance Programs.

**FISCAL IMPACT:**

100% Federal funds (CFDA # 93.568) passed through  
California Department of Community Services and Development  
County match: \$0  
State: 16B-4005 / Amend 3  
CCC: 39-806-33a

**BACKGROUND:**

Contra Costa County has received funding from the State Department of Community Services and Development for 20 years wherein the county provides energy bill assistance payments

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: CSB,  
925-681-6304

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

By: , Deputy

cc: Sung Kim, Sam Mendoza, Nelly Ige, Cassandra Youngblood

### BACKGROUND: (CONT'D)

and weatherization services to county residents who are income-eligible to receive said services. The funding sources include Low Income Home Energy Assistance Program (LIHEAP), the Energy Crisis Intervention Program (ECIP), and the Department of Energy (DOE), the Low Income Weatherization Program (LIWP) and the Toilet Retrofit Program (TRP).

The county receives the money via the Employment & Human Services Department (EHSD). EHSD, in turn, partners with the county Department of Conservation and Development to provide energy saving home improvements to low-income families throughout unincorporated Contra Costa County, as well as the County's nineteen cities.

The energy savings measures may provide homes with hot water heaters, furnaces, refrigerators, microwaves, doors, windows, fluorescent light bulbs, weather stripping, ceiling fans, and attic insulation. Homes receive a blower door test (a diagnostic tool to locate and correct air infiltration), and homes with gas appliances receive a combustion appliance safety test that checks for carbon monoxide gas leakage. Homes with gas appliances are provided with a carbon monoxide alarm.

This funding also includes the Home Energy Assistance Program (HEAP) where residents of the County can qualify for a credit on their energy bills.

Both programs use income based eligibility. The income levels are based on the Federal Fiscal Year 2015 Poverty Guidelines. Once eligibility is determined, clients with no hot water, no heat, or are in danger of having their power shut off are served as emergencies. Service is then based on clients with the lowest income, highest energy burden and families with at least one resident who is considered vulnerable population.

The board approved receipt of 2016-17 funds on December 15, 2015 (C.32); an amendment on May 10, 2016 (C.51); and another amendment on September 13, 2016 (C.78) to accept additional funds. The State routinely amends these contracts as more funding becomes available or to extend the term to allow additional time to expend the funds; this board order is to extend the term and set rates for replacement of solar water heaters.

### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County may not receive funding to operate LIHEAP.

### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department, Community Services Bureau energy program supports one Contra Costa County community outcome - Outcome #4: "Families that are Safe, Stable and Nurturing." This outcome is supported by the provision of home energy assistance to keep households warm in winter and to increase household energy efficiency.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Amend Contract with Social Service Staffing & Recruiting, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Social Service Staffing & Recruiting, Inc., to increase the payment limit by \$500,000, to a new payment limit of \$599,000, to assist with the projected department need for qualified temporary social workers for clients of Children and Family Services programs, for the period of October 15, 2016 through June 30, 2017.

**FISCAL IMPACT:**

\$599,000: 10% County, 45% State, 45% Federal (Administrative Overhead).

**BACKGROUND:**

Children and Family Services Bureau (CFS) has experienced difficulties in recruiting and retaining qualified social workers. Currently there are 22 vacancies and resulting in a higher than optimal caseload. Recruitment efforts through Human Resources have produced candidates but not adequate numbers to fill all vacancies. Even when new Social Workers are recruited they require extensive training to be ready to assume a caseload. Social Service Staffing & Recruiting, Inc. ensures a ready source of temporary fully qualified social workers to immediately address

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Gina Chenoweth  
925-313-1648

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

this situation to ensure child safety. Additionally, Social Workers obtained through this contractor may be available to be candidates for permanent County positions in shorter time since these applicants would already be trained and familiar with CFS programs, clients, and procedures.

CONSEQUENCE OF NEGATIVE ACTION:

Clients in Children and Family Services Programs may not be served efficiently by qualified social workers when Contra Costa County does not have enough immediate qualified social workers.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by ensuring children and families in Children and Family Services programs are working with qualified staff on a consistent basis.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Foster Parent Recruitment Retention Support Program, Caregiver Appreciation Recognition Event

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Crowne Plaza Hotel Concord, for the Foster Parent Recognition Retention Support Program, Caregiver Appreciation Recognition event scheduled for May 4, 2017, in an amount not to exceed \$6,000 and requiring the County's assumption of liability for damages caused by attendees.

**FISCAL IMPACT:**

\$6,000: 100% State

**BACKGROUND:**

In response to the FY 2016-17 Foster Parent Recruitment Retention Support (FPRRS) program plan award authorized by All County Letter (ACL) No. 16-52 Attachment III (CDSS 7/14/2016), Contra Costa County was awarded \$779,022 for Child Welfare and \$368,999 for Probation for a total of \$1,148,021 (which matches the total General Fund allocation). As specified, funds are to be used for the following Administrative activities: non-emergency mental health support services for caregivers, hire/train Independent Living Skills Program (ILSP) 12 young people to speak at recruitment events, and caregiver appreciation. Because County was awarded preliminary state allocation

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

finds under FPRRS, funds must be used by June 30, 2017. On May 4, 2017 ,the Employment and Human Services Department, Children and Family Services Bureau, will host a caregiver appreciation recognition event for kin and non-kin caregivers (foster parents and caregivers). Provision of food and beverages during the event is allowable under the CDSS state allocation funds set for "caregiver appreciation" activities.

CONSEQUENCE OF NEGATIVE ACTION:

Without the requested event, County would not meet Foster Parent Recruitment Retention Support Program funding requirements which lapse by the end of fiscal year 2016-2017.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Northwoods Consulting Partners, Inc. Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc. to increase the contract payment limit by \$1,279,673 for a new contract payment limit of \$3,549,538 for additional software licenses and software support for Compass Pilot, the Employment and Human Services Department's document management system for the period February 1, 2017 through January 31, 2018.

**FISCAL IMPACT:**

\$3,549,538, including contract amendment amount of \$1,279,673: 10% County, 45% State, 45% Federal

**BACKGROUND:**

The Employment and Human Services Department (EHSD) entered into a contract with Northwoods Consulting Partners, Inc. in December 2012 to convert to, and implement a document management system, Compass Pilot. The document management system provides functionality and a database for on-line case storage, retrieval, and transfer of critical documents required to determine and verify eligibility to all benefits programs administered by EHSD, and meet State mandated case

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

management requirements.

Funding of the contract for the period of February 1, 2017 through January 31, 2018 is necessary for additional software licenses and staff's continued access to the system to perform critical and daily tasks and to receive basic software support for business continuity. In addition, the Contract provides for funding of extended help desk services, licenses for new employees, system enhancements, and consultation services, including services necessary to support other technical initiatives for which Compass Pilot document images, data, and functionality are key components.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to make payment to Contractor for systems access and support will disrupt daily operations required to administer County benefit programs and provide customer service.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Zero Tolerance for Domestic Violence Initiative Training, Food and Beverage Policy

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller to pay an amount not to exceed a total of \$3,849 to Wilma Lott Catering \$1,613.94; Sunrise Bistro \$1,094.10; and The Mediterranean \$1,140.00, for the purchase of food and beverages for Workforce Service Bureau technical trainings entitled "Creating Healthy Workplaces", conducted November 1 through November 10, 2016.

**FISCAL IMPACT:**

\$3,849 (Wilma Lott Catering \$1,613.94; Sunrise Bistro \$1,094.10; The Mediterranean \$1,140.00). (100% County Certified Copies)

**BACKGROUND:**

The Zero Tolerance for Domestic Violence Initiative provided seven full-day trainings, entitled Creating Healthy Workplaces for Employment and Human Services Department (EHSD), Workforce Services Bureau staff. To use staff time efficiently, expedite the workshop trainings, and encourage participation, food was provided at each of the trainings as follows:

November 1 and November 4, 2016; Wilma Lott Catering: \$1,613.94  
November 3, 2016, November 8, 2016, and November

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
925-313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

10, 2016; Sunrise Bistro: \$1,094.10

November 17, 2016 and November 9, 2016; The Mediterranean: \$1,140.00

Total food costs: \$3,888.04

The Zero Tolerance for Domestic Violence Initiative and Workforce Services Bureau was under the mistaken belief that the food catering costs associated with Creating Healthy Workshops would be covered under prior Blanket Purchase Orders, dated January 12, 2016, and were unaware that the Purchase Orders were developed for a specific occasion and food provision. In the future EHSD, Zero Tolerance for Domestic Violence Initiative will comply with Administrative Bulletin 614 regarding food and beverage purchases at full day Employee Training, including approval for the provision of catering services prior to the trainings/workshops.

Upon notice of the non-payment of the catering services, EHSD was advised to request authorization of a Purchase Order to request retroactive payment for the provided services.

CONSEQUENCE OF NEGATIVE ACTION:

Vendors would not receive payment for food and beverage service(s) provided during training(s).

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #24-403-16 with Jon Whalen, M.D.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-403-16 with Jon Whalen, M.D., an individual, in an amount not to exceed \$526,080, to provide outpatient psychiatric services to minors for the period from February 1, 2017 through January 31, 2018.

**FISCAL IMPACT:**

This Contract is funded 50% Mental Health Realignment Funds and 50% Federal Financial Participation. (No rate increase)

**BACKGROUND:**

On December 8, 2015, the Board of Supervisors approved Contract #24-403-14 (as amended by Contract Amendment #24-403-15) with Jon Whalen, M.D., for the provision of outpatient psychiatric services, including acting on behalf of the County as the Mental Health Director for Behavioral Health, for the period from February 1, 2016 through January 31, 2017. Approval of Contract #24-403-16 will allow Contractor to continue providing outpatient psychiatric services through January 31, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric services, which may result in a reduction in overall services to the community.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cynthia Belon  
925-957-5201

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

By: , Deputy

cc: D Morgan, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #27-662-7 with Yaron Friedman (DBA Yaron Friedman, M.D, Inc.)

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-662-7 with Yaron Friedman (dba Yaron Friedman, M.D, Inc.), a corporation, in an amount not to exceed \$850,000, to provide Obstetrics and Gynecology (OB-GYN) services for Contra Costa Health Plan members (CCHP) for the period from January 1, 2017 through December 31, 2018.

**FISCAL IMPACT:**

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On January 13, 2015, the Board of Supervisors approved Contract #27-662-5 (as amended by Contract Amendment Agreement #27-662-6), with Yaron Friedman, M.D., Inc., for the provision of OB-GYN services at CCHP, for the period from January 1, 2015 through December 31, 2016. Approval of Contract #27-662-7 will allow Contractor to continue providing OB-GYN services through December 31, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia Tanquary,  
925-313-6004

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

By: , Deputy

cc: A Floyd , M Wilhelm





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #27-659-6 with San Pablo Optometric Center, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-659-6 with San Pablo Optometric Center, Inc., a corporation, in an amount not to exceed \$150,000, to provide optometry services for Contra Costa Health Plan (CCHP) members, for the period from January 1, 2017 through December 31, 2018.

**FISCAL IMPACT:**

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No Rate increase)

**BACKGROUND:**

On February 10, 2015, the Board of Supervisors approved Contract #27-659-5 with San Pablo Optometric Center, Inc., for the period from January 1, 2015 through December 31, 2016, to provide optometry services for CCHP members. Approval of Contract #27-659-6 will allow the Contractor to continue to provide optometry services through December 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.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia Tanquary,  
925-313-6004

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

By: , Deputy

cc: A Floyd , M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #23-560-2 with Firm Revenue Cycle Management Services, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-560-2 with Firm Revenue Cycle Management Services, Inc., a corporation, in an amount not to exceed \$120,000, for billing services to process out-of-state Medicaid Claims, for the period from February 1, 2017 through January 31, 2018.

**FISCAL IMPACT:**

This contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

**BACKGROUND:**

On March 1, 2016, the Board of Supervisors approved Contract #23-560-1 with Firm Revenue Cycle Management Services, Inc., to provide billing services to process out-of-state Medicaid Claims on behalf of the County, including review claims for accuracy, rebill, request appeals, follow-up inquiries and prepare documentation, for February 1, 2016 through January 31, 2017.

Approval of Contract #23-560-2 will allow Firm Revenue Cycle Management Services, Inc., to continue providing services through January 31, 2018.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patrick Godley,  
925-957-5405

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

By: , Deputy

cc: D Morgan, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Department not received funding and claim solutions for denied, unpaid or underpaid medial insurance claims.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon Offord Hymes, Risk Manager  
Date: January 17, 2017

Subject: Contract with Contra Costa County Schools Insurance Group (CCCSIG)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Risk Management to execute a contract with Contra Costa County Schools Insurance Group (CCCSIG) in an amount not to exceed \$198,500 to perform medical billing reviews for the period effective January 1, 2017 through December 31, 2017.

**FISCAL IMPACT:**

100% funded by the Workers' Compensation Internal Service Fund.

**BACKGROUND:**

Contra Costa County Schools Insurance Group (CCCSIG) and Contra Costa County Risk Management created a joint partnership public entities in 2003 so that CCCSIG could provide workers' compensation medical bill review services for Risk Management at a lower annual review cost than the previous provider. This contract allows the County to continue receiving the same services.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would not be able to maintain compliance of the California Department of Industrial Relations.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Sharon Hymes-Offord,  
(925) 335-1450

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #26-792-4 with Edward Y. Tang, M.D., Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, Contract #26-792-4 with Edward Y. Tang, M.D., Inc. a professional corporation, in an amount not to exceed \$400,000, to provide orthopedic services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from March 1, 2017 through February 28, 2018.

**FISCAL IMPACT:**

This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On March 8, 2016, the Board of Supervisors approved Contract #26-792-3 with Edward Tang, M.D., Inc. for the provision of orthopedic services at CCRMC including, but not limited to: consultation, training, on-call coverage and medical/surgical procedures, through February 29, 2017. Approval of Contract #26-792-4 will allow the Contractor to continue to provide orthopedic services, through February 28, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Contract is not approved, Contractor will not provide orthopedic services at CCRMC.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: K Cyr, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #27-249-6 with Armen Serebrakian, M.D.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-249-6 with Armen Serebrakian, M.D., an individual, in an amount not to exceed \$350,000, to provide otolaryngology services to Contra Costa Health Plan members for the period from January 1, 2017 through December 31, 2018.

**FISCAL IMPACT:**

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds II. (Rate increase)

**BACKGROUND:**

On February 10, 2015, the Board of Supervisors approved Contract #27-249-5 with Armen Serebrakian, M.D., for the provision of otolaryngology services to Contra Costa Health Plan members, for the period from January 1, 2015 through December 31, 2016. Approval of Contract #27-249-6 will allow Contractor to continue providing otolaryngology services through December 31, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa Health Plan members and County recipients would not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Patricia Tanquary  
925-313-6004

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

By: , Deputy

cc: A. Floyd, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Purchase Order with Wright Medical Technology, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Wright Medical Technology Inc., in the amount of \$400,000 for orthopedic implants and supplies to be used at the Contra Costa Regional Medical Center (CCRMC), for the period February 1, 2017 through January 31, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Wright Medical Technology Inc. is a manufacturer and distributor of specialty Orthopedic implants and instrumentations, they provide the Contra Costa Regional Medical Center Orthopedic Department with extremities implants and biologic bone grafts.

**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 patients requiring specialty orthopedic services.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Crystal Grayson



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Purchase Order with American Messaging Services, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with American Messaging Services, Inc. in the amount of \$160,000 for the rental of pagers used by staff at the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers from January 7, 2017 through January 6, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

American Messaging Services, Inc. provides pagers used by the CCRMC and the Contra Costa Health Centers. Currently Health Services rents more than 900 pagers from this vendor. It is vital that the CCRMC and the Contra Costa Health Centers be able to contact employees to be able to direct them to where they are needed during a disaster or during a normal working day. American Messaging Services, Inc. handles the paging services for every agency in the County, thus enabling the County to standardize communications needs in the event of a disaster.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris



CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved Health Services will find it difficult to communicate with other County departments in the event of a disaster or during a normal work day. Cell phones do not get service all over the hospital and pagers are important to be able to reach doctors for medical emergencies.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #74-469-2 with Pathways to Wellness Medication Clinic

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-469-2 with Pathways to Wellness Medication Clinic, a corporation, in an amount not to exceed \$448,780, to provide mental health services to children and adults, for the period from January 1, 2017 through June 30, 2017.

**FISCAL IMPACT:**

This Contract is funded 50% Federal Financial Participation; 50% County Realignment. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County’s population by providing a broad range of mental health services to children and adults in Central County. This Contract is a part of the System of Care and contributes to County’s compliance with Mental Health regulations.

On February 9, 2016, the Board of Supervisors approved Contract #74-469-1, with Pathways to Wellness Medication Clinic, for the period from January 1, 2016 through December 31, 2016 for the provision of mental health services to children and adults.

Approval

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cynthia Belon,  
925-957-5201

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

By: , Deputy

cc: E Suisala, M Wilhelm

BACKGROUND: (CONT'D)

of Contract #74-469-2 will allow Contractor to continue providing mental health services to children and adults, through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's services resulting in reduced levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 17, 2017

Subject: Contract #26-352-13 with Delta Personnel Services, (dba Guardian Security Agency)

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-352-13 with Delta Personnel Services, (dba Guardian Security Agency), a corporation, in an amount not to exceed \$352,460, to provide security guard services at county facilities, for the period from January 1, 2017 through December 31, 2017.

**FISCAL IMPACT:**

This Contract is funded 56% Hospital Enterprise Fund I; 44% Whole Person Care Grant. (Rate increase)

**BACKGROUND:**

In December 2015, the County Administrator approved, and the Purchasing Services Manager executed, Contract #26-352-11 (as amended by Amendment Agreement #26-352-12) with Delta Personnel Services (dba Delta Security Agency) for the provision of security guard services at six county facilities, including Bay Point Health Center, Pittsburg Health Center and West County Health Center, for the period from January 1, 2016 through December 31, 2016. Approval of Contract #26-352-13 will allow the Contractor to continue providing security guard services at county facilities through December 31, 2017.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Anna Roth  
925-370-5101

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

By: , Deputy

cc: E Suisala, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county facilities requiring security guard services will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Joseph E. Canciamilla, Clerk-Recorder  
Date: January 17, 2017

Subject: Agreement with the CERTNA Electronic Delivery System

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Clerk-Recorder to enter into an agreement with the California Electronic Recording Network Authority (CERTNA) for three years to continue participation in CERTNA's Electronic Recording Delivery System (ERDS), with a payment not to exceed \$240,000.

**FISCAL IMPACT:**

There is no fiscal impact to the County General Fund for this program. It is paid for with dedicated Recorder ERDS trust fund monies. The annual cost is determined by the number of real property documents recorded in the previous fiscal year for which an electronic recording delivery fee was collected, as specified in the CERTNA MOU.

**BACKGROUND:**

On November 1, 2005, the Board of Supervisors approved the County's participation in the Electronic Recording Delivery Act of 2004 (the "ERDA") and authorized the County Clerk-Recorder, or designee, to negotiate and execute those agreements necessary to implement the County's participation in the ERDA. Following this authorization, CERTNA, a California joint powers agency, was established in 2007. CERTNA standardized electronic recording of documents

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Barbara Dunmore  
925-335-7919

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

across multiple member counties by creating an umbrella agency to develop, operate and maintain an ERDS. CERTNA's ERDS, which was approved by the State Attorney General, allows government agencies and submitters under the ERDA to electronically submit real property documents for recording.

May 22, 2012, the Board of Supervisors adopted Resolution No. 2012/228. The Resolution authorized the County Clerk-Recorder, or designee, to execute an MOU with CERTNA to participate in ERDS for three years. Participation in CERTNA ERDS has allowed the County Clerk-Recorder to accept electronic recording of real property documents from authorized submitters (such as title companies and institutional lenders) as provided for in the Electronic Recording Delivery Act (ERDA) of 2004. Currently, more than 51% of the County's real property documents are recorded electronically.

Approval of this agenda item will authorize the County Clerk-Recorder to execute the MOU to continue participation in the CERTNA ERDS for an additional term of three-year and payment of an annual amount not to exceed \$80,000 and \$240,000 over the term of the contract through May 21, 2018. CERTNA's ERDS is approved by the California State Attorney General and allows government agencies and submitters under the ERDA to electronically submit real property documents for recording.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve and authorize the Clerk-Recorder to execute the MOU with CERTNA will end the County's participation in the CERTNA ERDS and the County will no longer provide title companies and lending institutions the ability to record electronically which will negative impact customer service and eliminate the flexibility and speed currently provided to our recording partners which ultimately benefits the public.



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: January 17, 2017

Subject: Purchase Order for Library Furniture

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Ross McDonald Co., Inc., in an amount not to exceed \$473,116 for library furniture and shelving for the San Ramon Library.

**FISCAL IMPACT:**

Library Fund.

**BACKGROUND:**

The City of San Ramon and the San Ramon Library community have been actively working on the process of updating the main San Ramon Library facility for many years. The City has been looking at ways to update the existing facility to make it more inviting, spacious, and usable for a population of all ages. In 2014, the City formed a San Ramon Library Working Group, composed of City staff, County Library staff, City Council members, members of the San Ramon Library Commission, members of the San Ramon Parks and Recreation Board, Foundation members, and an architectural firm. This group spent a year developing plans for a 3,500 square foot expansion of the second floor and a complete remodel of the first floor. Major improvements and changes will include a new technology zone, teen space, and Jazz listening rooms on the second floor, as well as an expandable community room through roll-top doors opening into the public space. The first floor will feature an updated Children's space, a dedicated Foundation sale area, and newly created study rooms. The City of San Ramon allocated \$4.24 million to the main phase of the construction process in May 2015.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Melinda Cervantes,  
925-608-7700

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

The County's purchase of the furniture and shelving for the remodeled facility is consistent with the action taken by the Board of Supervisors on June 16, 2015. At that time, the Board authorized the County Librarian to employ the cost savings realized by the County during the time the library was closed to benefit the San Ramon Library. The furniture and shelving purchased by the County will be owned and maintained by the City of San Ramon.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, there could be a delay in the installation of furniture and additional shelving in the remodeled San Ramon Library.



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: January 17, 2017

Subject: Baker & Taylor Purchase Order for Book Rentals

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Baker & Taylor in an amount not to exceed \$252,979 for book rental for the Contra Costa County Library, for the period January 1 through December 31, 2017.

**FISCAL IMPACT:**

100% Library Fund.

**BACKGROUND:**

Contra Costa County Library builds and maintains collections for the County's residents. In order to meet the high demand of current materials, the library is sometimes forced to purchase additional copies to supplement the long demand list. When popularity wanes, the library is faced with the challenge and expense of storing the excess titles. The Baker & Taylor book rental program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Renting library materials will allow the library access to additional copies of popular titles for overall patron satisfaction without a negative storage impact. The rented materials will have the same level of processing and branding that library patrons have learned to recognize as Contra Costa County Library materials.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Purchase Order is not approved, the Contra Costa County Library will not efficiently and economically meet the high patron demand of current materials.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Chad Helton,  
925-608-7700

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: January 17, 2017

Subject: Contract amendment with CSI Telecommunications, Inc., for Telecommunications Engineering Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with CSI Telecommunications, Inc., effective January 17, 2016, to extend the term from January 31, 2017 through January 31, 2018 and increase the payment limit by \$220,000 to a new payment limit of \$640,000, for continued Federal Communications Commission radio licensing and microwave frequency coordination, as needed.

**FISCAL IMPACT:**

\$220,000 increase (100% User Fees). The costs are budgeted under Org 4295 and recovered through DoIT's billing process.

**BACKGROUND:**

The Department of Information Technology Microwave Division is responsible for maintaining the County's Microwave System, including frequency coordination and licensing.

In accordance with Administrative Bulletin No 611.0, County Departments are required to obtain Board approval for single item purchases over \$100,000. The County Administrator's Office has reviewed this request and recommends approval.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect to not approve the contract amendment, DoIT will be unable to ensure the integrity of the County's Microwave System. Proper maintenance of the system is essential for many reasons including homeland security and public safety.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Ed Woo  
925-383-2688

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the November 2016 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

**CHILDREN'S IMPACT STATEMENT:**

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 01/17/2017  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: January 17, 2017

Contact: Elaine Burres,  
925-313-1717

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

By: , Deputy

cc:

ATTACHMENTS

CSB Nov 2016 CAO Report

CSB Nov 2016 EHS Fiscal

CSB Nov 2016 Credit Card  
Report

CSB Nov 2016 LIHEAP

CSB Nov 2016 Menu

CSB Nov 2016 HS Fiscal

CSB Nov 2016 Partnership Fiscal



To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: November 2016

---

Camilla Rand, M.S.  
Director



**I. Good News Update/Accomplishments:**

- On November 12, CSB held a Facilitative Leadership training at our Civic Ct. office in Concord. There were 16 parents and staff who participated in the training. The group included Policy Council members and CSB staff. Some of the training topics included 3 Dimensions of Success, Pathways to Action, and Forming an Agreement.
- On November 14<sup>th</sup>, education managers, Amy Wells and Jessie Black, held a hands-on training for all preschool teaching staff and site supervisors on STEAM (Science, Technology, Engineering, Arts, and Math). The training was held at the Pacheco Community Center for approximately 125 teachers and site supervisors. The training was dedicated to giving teachers additional knowledge and strategies on how to implement STEAM related activities in the classroom. Participants were given the opportunity to partake in hands-on group work which involved creating and building from various materials.
- CSB Head Start centers are having "community work days" now through December 2016. Parents and CSB staff are encouraged to spend a few hours to help beautify our schools. Activities for the volunteers include organizing book shelves, cleaning the yard, and other things that support the learning environment for children at that preschool.
- Three CSB Site Supervisors went to a Train-the-Trainer training in Oregon to learn about the *Make Parenting a Pleasure* curriculum to be piloted at CSB centers in February 2017. *Make Parenting a Pleasure* is a group-based positive parenting curriculum that is research and evidence based and promotes child and family well-being by focusing on parents and their strengths. The central theme of *Make Parenting a Pleasure* is that it values, respects and supports parenting. Staff shared their enthusiasm about the engaging activities to do with the parents once the trainings start. Parents will be introduced to the curriculum during their December and January parent meetings and the January Policy Council meeting.
- Parental Financial Education (Train-the-Trainer) training was held for CSB Site Supervisors and Comprehensive Services staff. The training was provided by Lauren Leimbach and Cristina Trujillo from Community Financial Resources. The training was engaging for the staff as they participated in role plays regarding money management and ways to keep track of how money is spent on a monthly, weekly, and daily basis. More trainings on Parental Financial Education are scheduled for 11/22/16, 11/29/16 and 12/1/16 to include the CSB partner staff and Site Supervisors.
- CSB Director, Camilla Rand, will begin *Communication Circles* during the months of December and January. These informal meetings at the centers allow center-based staff to hear updates and provide feedback.

**II. Status Updates:**

**a. Caseloads, workload (all programs)**



- o Head Start enrollment: 100 %
- o Early Head Start enrollment: 103.2%
- o Early Head Start Child Care Partnership enrollment: 103%
- o Head Start Average Daily Attendance: 85%
- o Early Head Start Average Daily Attendance: 86.3%
- o Early Head Start Child Care Partnership Attendance: 86.3%
- o Stage 2: 338 families and 542 children
- o CAPP: 72 families and 114 children
- o In total: 410 families and 656 children
- o Incoming transfers from Stage 1: 17 families and 19 children
- o LIHEAP: 136 households have been assisted
- o Weatherization: 15 units

**b. Staffing:**

- o During the month of November CSB conducted interviews to fill various vacant positions. The Bureau hired 2 Associate Teachers-Project, a Teacher-Project and a Site Supervisor III. The Bureau continues to hire substitute teaching staff to build a viable pool of substitutes. The Bureau also actively recruits to build a pool of temporary child nutrition workers and clerical support.

**c. Union issues:**

- o CSB worked with the County Counsel on a respond regarding Unfair Practice Charge filed by PEU, Local 1 – CSB Site Supervisor Unit and a response was submitted to Public Employment Relations Board (PERB).

**III. Emerging Issues and Hot Topics:**

- CSB Director and staff attended the Bay Area Cluster 5 workgroup to discuss the Head Start federal poverty income guidelines and the continued difficulty in recruiting families within the Bay Area who fall within the guidelines. This meeting came after key CSB staff met with Senator DeSaulnier’s staff and shared the same challenges. The workgroup would like to engage CHSA Director and members to continue advocating at the national level to align Head Start guidelines with the State’s preschool program income guidelines, which is 193% of the Federal Poverty Line.

cc: Policy Council Chair  
 Family & Human Services Committee  
 Maureen Burns-Vermette, ACF



CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2016 EARLY HEAD START PROGRAM**  
October 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 365,741	\$ 589,013	\$ 223,272	62%
<b>b. FRINGE BENEFITS</b>	222,941	400,660	177,719	56%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	24,755	25,000	245	99%
<b>f. CONTRACTUAL</b>	2,232,944	2,280,836	47,892	98%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	30,960	94,618	63,658	33%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 2,877,341	\$ 3,390,127	\$ 512,786	85%
<b>j. INDIRECT COSTS</b>	87,700	114,203	26,503	77%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 2,965,041</b>	<b>\$ 3,504,330</b>	<b>\$ 539,289</b>	<b>85%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 663,565</i>	<i>\$ 876,083</i>	<i>\$ 212,518</i>	<i>76%</i>

**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
2016 EARLY HEAD START PROGRAM  
October 2016 Expenditures**

1	2	3	4	5	6	7	8	9
	Jan-16 thru Mar-16	Apr-16 thru Jun-16	Jul-16 thru Sep-16	Actual Oct-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>								
<b>a. Salaries &amp; Wages (Object Class 6a)</b>								
Permanent 1011	98,938	90,743	99,060	41,928	330,669	503,664	172,995	66%
Temporary 1013	15,135	9,592	7,439	2,907	35,072	85,349	50,277	41%
<b>a. PERSONNEL (Object class 6a)</b>	<b>114,072</b>	<b>100,335</b>	<b>106,499</b>	<b>44,835</b>	<b>365,741</b>	<b>589,013</b>	<b>223,272</b>	<b>62%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>67,224</b>	<b>65,566</b>	<b>65,278</b>	<b>24,874</b>	<b>222,941</b>	<b>400,660</b>	<b>177,719</b>	<b>56%</b>
<b>e. SUPPLIES (Object Class 6e)</b>								
1. Office Supplies	209	503	388	235	1,334	1,600	266	83%
2. Child and Family Serv. Supplies/classroom Supplies	1	3,019	-	23	3,043	3,700	657	82%
4. Other Supplies	-	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Comp Replace	4,198	12,916	-	-	17,114	16,200	(914)	106%
Health/Safety Supplies	2,226	-	85	58	2,369	2,600	231	91%
Miscellaneous Supplies	-	482	65	92	639	600	(39)	107%
Household Supplies	62	163	30	-	255	300	45	85%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>6,697</b>	<b>17,082</b>	<b>569</b>	<b>408</b>	<b>24,755</b>	<b>25,000</b>	<b>245</b>	<b>99%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>								
1. Adm Svcs ( Legal, Accounting, Temporary Contracts)	-	-	-	-	-	10,100	10,100	0%
2. Health/Disabilities Services	-	-	-	-	-	-	-	
Health Consultant	4,822	4,637	5,084	1,870	16,412	19,200	2,788	85%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	
Interaction	-	3,600	-	-	3,600	3,600	-	100%
Josephine Lee (\$35,000/2)	2,295	4,500	540	1,500	8,835	14,200	5,365	62%
8. Other Contracts	-	-	-	-	-	-	-	
FB-Fairgrounds Partnership	9,800	19,600	-	14,700	44,100	58,800	14,700	75%
FB-E. Leland/Mercy Housing Partnership	11,200	28,000	-	16,800	56,000	67,200	11,200	83%
Apiranet	46,800	94,400	-	97,200	238,400	283,200	44,800	84%
Brighter Beginnings	8,000	32,000	8,000	-	48,000	48,000	-	100%
Cameron School	8,400	11,550	-	-	19,950	45,150	25,200	44%
Crossroads	-	63,000	-	14,000	77,000	105,400	28,400	73%
Martinez ECC	11,200	22,400	10,500	5,600	49,700	67,200	17,500	74%
Child Outcome Planning & Admini. (COPA/Nulinx)	405	608	1,121	-	2,134	3,000	866	71%
Enhancement/wrap-around HS slots with State CD Proc	343,312	765,850	353,198	206,452	1,668,812	1,555,786	(113,026)	107%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>446,234</b>	<b>1,050,145</b>	<b>378,443</b>	<b>358,121</b>	<b>2,232,944</b>	<b>2,280,836</b>	<b>47,892</b>	<b>98%</b>
<b>h. OTHER (Object Class 6h)</b>								
2. Bldg Occupancy Costs/Rents & Leases	493	(245)	205	166	619	3,200	2,581	19%
(Rents & Leases/Other Income)	-	(1)	-	-	(1)	-	1	
4. Utilities, Telephone	512	2,329	535	497	3,873	3,900	27	99%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	25	129	94	38	286	700	414	41%
8. Local Travel (55.5 cents per mile)	630	2,378	476	564	4,048	6,800	2,752	60%
9. Nutrition Services	-	-	-	108	108	200	92	54%
(CCFP & USDA Reimbursements)	-	(7)	-	-	(7)	-	7	
13. Parent Services	-	-	-	-	-	4,000	4,000	0%
Parent Conference Registration - PA11	-	-	-	-	-	-	-	
Parent Resources (Parenting Books, Videos, etc.) - PA	-	-	-	-	-	-	-	
PC Orientation, Trainings, Materials & Translation - PA	386	1	-	267	654	1,838	1,184	36%
Policy Council Activities	-	-	775	-	775	3,000	2,225	26%
Parent Activities (Sites, PC, BOS luncheon) & Appreci	-	-	100	-	100	3,200	3,100	3%
Child Care/Mileage Reimbursement	334	414	330	-	1,078	1,900	822	57%
14. Accounting & Legal Services	-	-	-	-	-	-	-	
Data Processing/Other Services & Supplies	570	978	643	324	2,516	3,000	484	84%
16. Training or Staff Development	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA,	1,442	254	2,364	16	4,076	9,000	4,924	45%
Staff Trainings/Dev. Conf. Registrations/Memberships	165	2,556	165	74	2,960	31,106	28,146	10%
17. Other	-	-	-	-	-	-	-	
Site Security Guards	-	-	-	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	1,202	3,020	457	293	4,971	9,600	4,629	52%
Equipment Maintenance Repair & Rental	38	303	238	64	643	2,800	2,157	23%
Dept. of Health and Human Services-data Base (CORD	-	-	-	-	-	-	-	
Other Operating Expenses (Facs Admin/Other admin)	765	775	-	2,532	4,072	8,174	4,102	50%
Other Departmental Expenses	-	189	-	-	189	200	11	
<b>h. OTHER (6h)</b>	<b>6,562</b>	<b>13,072</b>	<b>6,383</b>	<b>4,942</b>	<b>30,960</b>	<b>94,618</b>	<b>63,658</b>	<b>33%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>640,789</b>	<b>1,246,200</b>	<b>557,171</b>	<b>433,180</b>	<b>2,877,341</b>	<b>3,390,127</b>	<b>512,786</b>	<b>85%</b>
<b>j. INDIRECT COSTS</b>	<b>22,297</b>	<b>39,235</b>	<b>-</b>	<b>26,168</b>	<b>87,700</b>	<b>114,203</b>	<b>26,503</b>	<b>77%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>663,087</b>	<b>1,285,435</b>	<b>557,171</b>	<b>459,348</b>	<b>2,965,041</b>	<b>3,504,330</b>	<b>539,289</b>	<b>85%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>36,000</b>	<b>176,565</b>	<b>301,000</b>	<b>150,000</b>	<b>663,565</b>	<b>876,083</b>	<b>212,518</b>	<b>76%</b>

SUMMARY CREDIT CARD EXPENDITURE

Agency: Community Services Bureau

Month: October 2016

Credit Card: Visa/U.S. Bank

Authorized Users

C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx2364
C. Reich, Div Mgr	xxxx4959
C. Johnson, AD	xxxx0220
J. Rowley, AD	xxxx2391
P. Arrington, AD	xxxx3838
R. Radeva, PSA III	xxxx1899
S. Kim, Interim Div Mgr	xxxx1907
I. Renggenathen	xxxx2423

Stat. Date	Card Account #	Amount	Program	Purpose/Description
10/24/16	xxxx4959	181.17	Com Svc Block Grant	Books, Periodicals
10/24/16	xxxx4959	181.70	HS Parent Services	Books, Periodicals
10/24/16	xxxx4959	181.17	EHS Parent Services	Books, Periodicals
10/24/16	xxxx4959	256.51	EHS-CC Partnership	Misc Services/Supplies
		800.55		
10/24/16	xxxx1907	74.13	HS Basic Grant	Misc Services/Supplies
10/24/16	xxxx1907	13.08	EHS Basis Grant	Misc Services/Supplies
10/24/16	xxxx1907	222.40	EHS-CC Partnership	Office Exp
10/24/16	xxxx1907	881.55	Child Care Svs Program	Office Exp
		1,191.16		
10/24/16	xxxx2423	575.19	Child Nutrition Food Svc	Other Travel Employees
		575.19		
10/24/16	xxxx2364	46.47	HS Parent Services	Office Exp
10/24/16	xxxx2364	5.16	EHS Parent Services	Office Exp
		51.63		
10/24/16	xxxx8798	880.16	HS Basic Grant	Books, Periodicals
10/24/16	xxxx8798	559.63	HS Basic Grant	Office Exp
		1,439.79		
10/24/16	xxxx3838	73.79	Child Care Svs Program	Training & Registration
10/24/16	xxxx3838	332.16	Child Care Svs Program	Educational Supplies
		405.95		
10/24/16	xxxx1899	139.00	FACS Mental Health Program	Training & Registration
10/24/16	xxxx1899	39.82	FACS Mental Health Program	Books, Periodicals
10/24/16	xxxx1899	1,050.00	HS Parent Services	Training & Registration
10/24/16	xxxx1899	350.00	Child Nutrition Food Svc	Training & Registration
10/24/16	xxxx1899	853.60	HS Parent Services	Other Travel Employees
10/24/16	xxxx1899	1,911.33	Indirect Admin Costs	Misc Services/Supplies
		4,343.75		
10/24/16	xxxx2391	375.00	HS Basic Grant	Misc Services/Supplies
10/24/16	xxxx2391	100.00	EHS Basis Grant	Misc Services/Supplies
10/24/16	xxxx2391	775.00	George Miller III Site Costs	Misc Services/Supplies
10/24/16	xxxx2391	666.50	HS Basic Grant	Educational Supplies
		1,916.50		

--	--	--	--

**COMMUNITY SERVICES BUREAU**

**SUMMARY CREDIT CARD EXPENDITURE**

**A - 4**

<b>Agency: Community Services Bureau</b>	<u>Authorized Users</u>	
	C. Rand, Bureau Dir	xxxx8798
<b>Month: October 2016</b>	K. Mason, Div Mgr	xxxx2364
	C. Reich, Div Mgr	xxxx4959
<b>Credit Card: Visa/U.S. Bank</b>	C. Johnson, AD	xxxx0220
	J. Rowley, AD	xxxx2391
	P. Arrington, AD	xxxx3838
	R. Radeva, PSA III	xxxx1899
	S. Kim, Interim Div Mgr	xxxx1907
	CSB Corporate	xxxx5045
	I. Renggenathen	xxxx2423

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2100	10/24/16	xxxx1907	222.40	EHS-CC Partnership	Office Exp
2100	10/24/16	xxxx1907	881.55	Child Care Svs Program	Office Exp
2100	10/24/16	xxxx2364	46.47	HS Parent Services	Office Exp
2100	10/24/16	xxxx2364	5.16	EHS Parent Services	Office Exp
2100	10/24/16	xxxx8798	559.63	HS Basic Grant	Office Exp
2100	10/24/16	xxxx0220	36.54	HS Basic Grant	Office Exp
			<b>1,751.75</b>		
2102	10/24/16	xxxx4959	181.17	Com Svc Block Grant	Books, Periodicals
2102	10/24/16	xxxx4959	181.70	HS Parent Services	Books, Periodicals
2102	10/24/16	xxxx4959	181.17	EHS Parent Services	Books, Periodicals
2102	10/24/16	xxxx8798	880.16	HS Basic Grant	Books, Periodicals
2102	10/24/16	xxxx1899	39.82	FACS Mental Health Program	Books, Periodicals
			<b>1,464.02</b>		
2200	10/24/16	xxxx0220	107.91	George Miller Concord Site Costs	Membership
			<b>107.91</b>		
2303	10/24/16	xxxx2423	575.19	Child Nutrition Food Svc	Other Travel Employees
2303	10/24/16	xxxx1899	853.60	HS Parent Services	Other Travel Employees
			<b>1,428.79</b>		
2467	10/24/16	xxxx3838	73.79	Child Care Svs Program	Training & Registration
2467	10/24/16	xxxx1899	139.00	FACS Mental Health Program	Training & Registration
2467	10/24/16	xxxx1899	1,050.00	HS Parent Services	Training & Registration
2467	10/24/16	xxxx1899	350.00	Child Nutrition Food Svc	Training & Registration
			<b>1,612.79</b>		
2477	10/24/16	xxxx3838	332.16	Child Care Svs Program	Educational Supplies
2477	10/24/16	xxxx2391	666.50	HS Basic Grant	Educational Supplies
			<b>998.66</b>		
2490	10/24/16	xxxx4959	256.51	EHS-CC Partnership	Misc Services/Supplies
2490	10/24/16	xxxx1907	74.13	HS Basic Grant	Misc Services/Supplies
2490	10/24/16	xxxx1907	13.08	EHS Basis Grant	Misc Services/Supplies
2490	10/24/16	xxxx1899	1,911.33	Indirect Admin Costs	Misc Services/Supplies
2490	10/24/16	xxxx2391	375.00	HS Basic Grant	Misc Services/Supplies
2490	10/24/16	xxxx2391	100.00	EHS Basis Grant	Misc Services/Supplies
2490	10/24/16	xxxx2391	775.00	George Miller III Site Costs	Misc Services/Supplies
			<b>3,505.05</b>		
		<b>Total</b>	<b>10,868.97</b>		

**CAO Monthly Report  
CSBG and Weatherization Programs  
Year-to-Date Expenditures  
As of October 31, 2016**

**1. 2016 LIHEAP WX**

Contract # 16B-4005  
Term: Jan. 1, 2016 - Jan. 31, 2017  
Amount: WX \$ 1,027,911

Total Contract	\$	1,027,911
Expenditures		(369,189)
Balance	\$	<u>658,722</u>
Expended		36%

**2. 2016 LIHEAP ECIP/EHA 16**

Contract # 16B-4005  
Term: Jan. 1, 2016 - Jan. 31, 2017  
Amount: EHA 16 \$ 955,094

Total Contract	\$	955,094
Expenditures		(636,329)
Balance	\$	<u>318,765</u>
Expended		67%

**3. 2015 LIWP (LOW INCOME WX)**

Contract # 15K-6003  
Term: Jan 1, 2015 - Dec 31, 2016  
Amount: \$ 287,657




Total Contract	\$	287,657
Expenditures		(267,114)
Balance	\$	<u>20,543</u>
Expended		93%

**4. 2016 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 16F-5007  
Term: Jan. 1, 2016 - December 31, 2016  
Amount: \$ 846,479

Total Contract	\$	846,479
Expenditures		(537,526)
Balance	\$	<u>308,953</u>
Expended		64%

# November 2016 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

	<p><b>1</b> <u>BREAKFAST</u> PINEAPPLE CUBES WHOLE WHEAT BAGEL REDUCED FAT CREAM CHEESE</p> <p><u>LUNCH</u> <b>*CHILI CON CARNE</b> (ground turkey, tomatoes &amp; pinto beans) FRESH ORANGE SALTINE CRACKERS</p> <p><u>PM SNACK</u> WHOLE WHEAT CINNAMON BREAD 1% LOW-FAT MILK</p>	<p><b>2</b> <u>BREAKFAST – NUTRITION EXPERIENCE</u> FRESH APPLE WHOLE WHEAT ENGLISH MUFFIN &amp; SUNBUTTER</p> <p><u>LUNCH</u> <b>*JAMMIN JAMBALAYA</b> (diced chicken, brown rice, tomatoes, &amp; okra) FRESH PEAR</p> <p><u>NATIONAL DEVILED EGG DAY</u> <u>PM SNACK – NUTRITION EXPERIENCE</u> HARDBOTTLED EGG MAYO, MUSTARD &amp; SWEET RELISH WHEAT THIN CRACKERS</p>	<p><b>3</b> <u>BREAKFAST</u> FRESH BANANA ROLLED OATS WITH RAISINS</p> <p><u>NATIONAL SANDWICH DAY</u> <u>LUNCH – NUTRITION EXPERIENCE</u> <b>TURKEY HAM &amp; SWISS CHEESE</b> MAYO &amp; MUSTARD DRESSING GREEN LEAF LETTUCE &amp; TOMATO SLICE FRESH TANGERINE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> WHOLE GRAIN FISH CRACKERS 1% LOW-FAT MILK</p>	<p><b>4</b> <u>BREAKFAST</u> FRESH ORANGE CORN CHEX</p> <p><u>LUNCH</u> <b>RANCH STYLE CHICKEN SALAD</b> BABY CARROTS (NO DRESSING) FRESH APPLE WHOLE WHEAT PITA</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> STRAWBERRIES &amp; BANANA PARFAIT LOW-FAT YOGURT ALL BRAN CEREAL</p>
<p><b>7</b> <u>BREAKFAST</u> FRESH ORANGE RICE CHEX CEREAL</p> <p><u>LUNCH</u> <b>CHIPOTLE BEANS</b> (kidney &amp; black beans, chunky salsa, &amp; chillies) SHREDDED CHEESE SPINACH SALAD &amp; SHREDDED CARROTS WITH ITALIAN DRESSING FRESH APPLE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u> GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p><b>8</b> <u>BREAKFAST</u> FRESH BANANA CORNFLAKE CEREAL</p> <p><u>LUNCH</u> <b>*DAFA DUKA</b> (chicken, pinto beans, cabbage, tomatoes, &amp; curry) STEAMED BROWN RICE FRESH PEAR</p> <p><u>PM SNACK</u> WHEAT CRACKERS HERBED COTTAGE CHEESE</p>	<p><b>9</b> <u>BREAKFAST – NUTRITION EXPERIENCE</u> FRESH KIWI WHOLE WHEAT BAGEL REDUCED FAT CREAM CHEESE</p> <p><u>LUNCH</u> <b>*TACO SOUP</b> (ground beef, tomatoes, salsa, kidney beans, &amp; corn) FRESH TANGERINE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> MANGO SALSA CORN TORTILLA CHIPS</p>	<p><b>10</b> <u>BREAKFAST</u> FRESH APPLE CORN CHEX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>SUNBUTTER &amp; BANANA SANDWICH</b> MOZZARELLA STRING CHEESE BABY CARROTS (NO DRESSING) WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> SOUND BITE CRACKERS 1% LOW-FAT MILK</p>	
<p><b>14</b> <u>BREAKFAST</u> FRESH APPLE BRAN CEREAL</p> <p><u>LUNCH</u> <b>*VEGETABLE CHILI</b> (kidney beans, bulgur wheat &amp; tomatoes) FRESH PEAR WHOLE GRAIN CRACKERS</p> <p><u>PM SNACK</u> ANIMAL CRACKERS 1% LOW-FAT MILK</p>	<p><b>15</b> <u>BREAKFAST</u> FRESH ORANGE CORN CHEX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>BBQ CHICKEN SANDWICH</b> (diced chicken &amp; tomato paste) COLESLAW (Mayo Base) MANGO CHUNKS WHOLE GRAIN HAMBURGER BUN</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> CUCUMBER &amp; CARROT STICKS VEGETABLE DRESSING 1% LOW-FAT MILK</p>	<p><b>16</b> <u>BREAKFAST</u> APPLESAUCE CINNAMON TOAST</p> <p><u>LUNCH</u> <b>TURKEY &amp; GRAVY</b> (CRANBERRY SAUCE) MASHED POTATOES BROCCOLI SALAD FRESH TANGERINE WHOLE GRAIN BREAD</p> <p><u>PM SNACK</u> LETS GO FISHING MIX (crispix, gold fish crackers, cheese crackers, &amp; pretzel sticks) 1% LOW-FAT MILK</p>	<p><b>17</b> <u>BREAKFAST – NUTRITION EXPERIENCE</u> SUNBUTTER &amp; BANANA WRAP WHOLE WHEAT TORTILLA</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>SLOPPY JOE</b> (ground beef, turkey &amp; tomato paste) SPINACH SALAD WITH SWEET &amp; SOUR DRESSING FRESH ORANGE WHOLE GRAIN HAMBURGER BUN</p> <p><u>PM SNACK</u> WHEAT THIN CRACKERS STRING CHEESE</p>	<p><b>18</b> <u>BREAKFAST</u> STRAWBERRIES (frozen) KIX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>TUNA SALAD SANDWICH</b> (tuna, eggs, mayo, relish, celery, &amp; onions) TANGY COLESLAW (green &amp; red cabbage, carrots, &amp; apple cider vinegar) FRESH APPLE WHOLE WHEAT BREAD</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> ANTS ON A LOG (celery sticks, sunbutter &amp; raisins) 1% LOW-FAT MILK</p>
<p><b>21</b> <u>BREAKFAST</u> FRESH RED APPLE RICE CHEX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>BAJA BEAN WRAP</b> (refried beans &amp; chunky salsa) CABBAGE SLAW FRESH ORANGE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> WHOLE GRAIN CHEESE CRACKERS 1% LOW-FAT MILK</p>	<p><b>22</b> <u>BREAKFAST</u> FRESH KIWI KIX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>SUNBUTTER &amp; JELLY SANDWICH</b> TOMATO ORZO SOUP MOZZARELLA STRING CHEESE FRESH TANGERINE WHOLE WHEAT BREAD</p> <p><u>PM SNACK (NUTRITION EXPERIENCE)</u> PUMPKIN SMASH LOW-FAT YOGURT GRAHAM CRACKERS</p>	<p><b>23</b> <u>BREAKFAST</u> FRESH BANANA CORNFLAKE CEREAL</p> <p><u>LUNCH</u> <b>TURKEY WRAP SANDWICH</b> (sliced turkey &amp; swiss cheese) CREAM CHEESE WITH CRANBERRIES FRESH SPINACH FRESH GREEN APPLE WEDGE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> BABY CARROTS &amp; BROCCOLI FLORETS REDUCED-FAT RANCH DRESSING WHOLE GRAIN CRACKERS</p>		<p><b>25</b></p>
<p><b>28</b> <u>BREAKFAST</u> FRESH APPLE CORN CHEX</p> <p><u>LUNCH</u> <b>*BROCCOLI &amp; CAULIFLOWER CHEESE SOUP</b> FRESH PEAR WHOLE GRAIN CRACKERS</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> GRAHAM CRACKERS SUNBUTTER</p>	<p><b>29</b> <u>BREAKFAST</u> FRESH ORANGE BRAN CEREAL</p> <p><u>LUNCH</u> <b>*BEEFY TOMATO &amp; CORN BAKE WITH WHOLE WHEAT PENNE PASTA</b> FRESH KIWI</p> <p><u>PM SNACK</u> HERBED COTTAGE CHEESE ZUCCHINI &amp; CARROT STICKS</p>	<p><b>30</b> <u>BREAKFAST</u> FRESH BANANA CINNAMON OATMEAL WITH RAISINS</p> <p><u>LUNCH</u> <b>*WHITE CHICKEN CHILI</b> (diced chicken, white beans, tomatoes, cheese, &amp; light sour cream) FRESH APPLE WHOLE GRAIN CORNBREAD SQUARE</p> <p><u>PM SNACK</u> FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) 1% LOW-FAT MILK</p>	<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% LOW-FAT MILK</b></p> <p>*Indicates vegetable included in main dish</p> <p><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p>	

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
October 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 142,307	\$ 291,503	\$ 149,196	49%
<b>b. FRINGE BENEFITS</b>	87,932	203,871	115,939	43%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	5,111	4,800	(311)	106%
<b>f. CONTRACTUAL</b>	108,503	784,000	675,497	14%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	13,562	56,699	43,137	24%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 357,415	\$ 1,340,873	\$ 983,458	27%
<b>j. INDIRECT COSTS</b>	56,058	60,956	4,898	92%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 413,472</b>	<b>\$ 1,401,829</b>	<b>\$ 988,357</b>	<b>29%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 40,000</i>	<i>\$ 270,207</i>	<i>\$ 230,207</i>	<i>15%</i>



CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
October 2016 Expenditures

1	2	3	4	5	6	7	8	9
	Actual Jul-16	Actual Aug-16	Actual Sep-16	Actual Oct-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>								
<b>a. Salaries &amp; Wages (Object Class 6a)</b>								
Permanent 1011	36,442	38,097	29,784	27,262	131,585	273,513	141,928	48%
Temporary 1013	3,620	4,993	2,109	-	10,721	17,990	7,269	
<b>a. PERSONNEL (Object class 6a)</b>	<b>40,061</b>	<b>43,090</b>	<b>31,893</b>	<b>27,262</b>	<b>142,307</b>	<b>291,503</b>	<b>149,196</b>	<b>49%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>								
Fringe Benefits	23,349	25,404	20,543	18,636	87,932	203,871	115,939	43%
<b>b. FRINGE (Object Class 6b)</b>	<b>23,349</b>	<b>25,404</b>	<b>20,543</b>	<b>18,636</b>	<b>87,932</b>	<b>203,871</b>	<b>115,939</b>	<b>43%</b>
<b>e. SUPPLIES (Object Class 6e)</b>								
1. Office Supplies	-	2	39	576	617	300	(317)	206%
2. Child and Family Serv. Supplies/classroom Supplies	-	2,114	1,632	-	3,746	2,700	(1,046)	139%
4. Other Supplies								
Computer Supplies, Software Upgrades, Comp Replacemnt	-	544	-	-	544	1,200	656	45%
Health/Safety Supplies	-	-	-	-	-	-	-	
Miscellaneous Supplies	-	-	101	44	145	200	55	73%
Household Supplies	-	4	46	8	58	400	342	15%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>-</b>	<b>2,664</b>	<b>1,819</b>	<b>629</b>	<b>5,111</b>	<b>4,800</b>	<b>(311)</b>	<b>106%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	-	-	-	10,000	10,000	0%
8. Other Contracts								
Contra Costa Child Care Council	(4,979)	-	-	43,500	38,521	318,050	279,529	12%
First Baptist (20 slots x \$450)	-	-	-	27,480	27,480	109,950	82,470	25%
Child Outcome Planning and Administration (COPA/Nulinx)	-	-	501	-	501	2,000	1,499	25%
Carryover	-	-	-	42,000	42,000	321,000	279,000	13%
Loss of Subsidy	-	-	-	-	-	23,000	23,000	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>(4,979)</b>	<b>-</b>	<b>501</b>	<b>112,980</b>	<b>108,503</b>	<b>784,000</b>	<b>675,497</b>	<b>14%</b>
<b>h. OTHER (Object Class 6h)</b>								
2. Bldg Occupancy Costs/Rents & Leases	-	(53)	178	(12)	113	1,800	1,687	6%
4. Utilities, Telephone	-	229	305	352	886	4,000	3,114	22%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	-	44	157	35	236	1,400	1,164	17%
8. Local Travel (54 cents per mile)	614	130	80	352	1,175	4,200	3,025	28%
13. Parent Services	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	70	-	-	70	1,000	930	7%
Child Care/Mileage Reimbursement	-	-	-	-	-	-	-	0%
14. Accounting & Legal Services								
Audit	-	-	-	-	-	-	-	
Legal (County Counsel)	-	-	-	-	-	1,000	1,000	0%
Auditor Controllers	-	-	-	-	-	2,000	2,000	0%
Data Processing/Other Services & Supplies	-	144	144	144	432	1,000	568	43%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	400	400	
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	-	-	-	
16. Training or Staff Development								
Staff Trainings/Dev. Conf. Registrations/Memberships - PA1	628	5,238	2,927	7	8,800	25,907	17,108	34%
17. Other	-	-	-	-	-	-	-	
Vehicle Operating/Maintenance & Repair	-	-	-	-	-	4,000	4,000	0%
Equipment Maintenance Repair & Rental	-	297	1,119	435	1,851	3,000	1,149	62%
Other Operating Expenses (Facs Admin/Other admin)	-	-	(0)	(0)	(0)	6,992	6,992	0%
<b>h. OTHER (6h)</b>	<b>1,242</b>	<b>6,099</b>	<b>4,909</b>	<b>1,312</b>	<b>13,562</b>	<b>56,699</b>	<b>43,137</b>	<b>24%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>59,674</b>	<b>77,257</b>	<b>59,666</b>	<b>160,819</b>	<b>357,415</b>	<b>1,340,873</b>	<b>983,458</b>	<b>27%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>56,058</b>	<b>56,058</b>	<b>60,956</b>	<b>4,898</b>	<b>92%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>59,674</b>	<b>77,257</b>	<b>59,666</b>	<b>216,877</b>	<b>413,472</b>	<b>1,401,829</b>	<b>988,357</b>	<b>1</b>
<i>Non-federal Match In-Kind</i>	-	-	5,000	35,000	40,000	270,207	230,207	15%

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
October 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 142,307	\$ 291,503	\$ 149,196	49%
<b>b. FRINGE BENEFITS</b>	87,932	203,871	115,939	43%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	5,111	4,800	(311)	106%
<b>f. CONTRACTUAL</b>	108,503	784,000	675,497	14%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	13,562	56,699	43,137	24%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 357,415	\$ 1,340,873	\$ 983,458	27%
<b>j. INDIRECT COSTS</b>	56,058	60,956	4,898	92%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 413,472</b>	<b>\$ 1,401,829</b>	<b>\$ 988,357</b>	<b>29%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 40,000</i>	<i>\$ 270,207</i>	<i>\$ 230,207</i>	<i>15%</i>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
October 2016 Expenditures

1	2	3	4	5	6	7	8	9
	Actual Jul-16	Actual Aug-16	Actual Sep-16	Actual Oct-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>								
<b>a. Salaries &amp; Wages (Object Class 6a)</b>								
Permanent 1011	36,442	38,097	29,784	27,262	131,585	273,513	141,928	48%
Temporary 1013	3,620	4,993	2,109	-	10,721	17,990	7,269	
<b>a. PERSONNEL (Object class 6a)</b>	<b>40,061</b>	<b>43,090</b>	<b>31,893</b>	<b>27,262</b>	<b>142,307</b>	<b>291,503</b>	<b>149,196</b>	<b>49%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>								
Fringe Benefits	23,349	25,404	20,543	18,636	87,932	203,871	115,939	43%
<b>b. FRINGE (Object Class 6b)</b>	<b>23,349</b>	<b>25,404</b>	<b>20,543</b>	<b>18,636</b>	<b>87,932</b>	<b>203,871</b>	<b>115,939</b>	<b>43%</b>
<b>e. SUPPLIES (Object Class 6e)</b>								
1. Office Supplies	-	2	39	576	617	300	(317)	206%
2. Child and Family Serv. Supplies/classroom Supplies	-	2,114	1,632	-	3,746	2,700	(1,046)	139%
4. Other Supplies								
Computer Supplies, Software Upgrades, Comp Replacemnt	-	544	-	-	544	1,200	656	45%
Health/Safety Supplies	-	-	-	-	-	-	-	
Miscellaneous Supplies	-	-	101	44	145	200	55	73%
Household Supplies	-	4	46	8	58	400	342	15%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>-</b>	<b>2,664</b>	<b>1,819</b>	<b>629</b>	<b>5,111</b>	<b>4,800</b>	<b>(311)</b>	<b>106%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	-	-	-	10,000	10,000	0%
8. Other Contracts								
Contra Costa Child Care Council	(4,979)	-	-	43,500	38,521	318,050	279,529	12%
First Baptist (20 slots x \$450)	-	-	-	27,480	27,480	109,950	82,470	25%
Child Outcome Planning and Administration (COPA/Nulinx)	-	-	501	-	501	2,000	1,499	25%
Carryover	-	-	-	42,000	42,000	321,000	279,000	13%
Loss of Subsidy	-	-	-	-	-	23,000	23,000	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>(4,979)</b>	<b>-</b>	<b>501</b>	<b>112,980</b>	<b>108,503</b>	<b>784,000</b>	<b>675,497</b>	<b>14%</b>
<b>h. OTHER (Object Class 6h)</b>								
2. Bldg Occupancy Costs/Rents & Leases	-	(53)	178	(12)	113	1,800	1,687	6%
4. Utilities, Telephone	-	229	305	352	886	4,000	3,114	22%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	-	44	157	35	236	1,400	1,164	17%
8. Local Travel (54 cents per mile)	614	130	80	352	1,175	4,200	3,025	28%
13. Parent Services	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	70	-	-	70	1,000	930	7%
Child Care/Mileage Reimbursement	-	-	-	-	-	-	-	0%
14. Accounting & Legal Services								
Audit	-	-	-	-	-	-	-	
Legal (County Counsel)	-	-	-	-	-	1,000	1,000	0%
Auditor Controllers	-	-	-	-	-	2,000	2,000	0%
Data Processing/Other Services & Supplies	-	144	144	144	432	1,000	568	43%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	400	400	
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	-	-	-	
16. Training or Staff Development								
Staff Trainings/Dev. Conf. Registrations/Memberships - PA1	628	5,238	2,927	7	8,800	25,907	17,108	34%
17. Other	-	-	-	-	-	-	-	
Vehicle Operating/Maintenance & Repair	-	-	-	-	-	4,000	4,000	0%
Equipment Maintenance Repair & Rental	-	297	1,119	435	1,851	3,000	1,149	62%
Other Operating Expenses (Facs Admin/Other admin)	-	-	(0)	(0)	(0)	6,992	6,992	0%
<b>h. OTHER (6h)</b>	<b>1,242</b>	<b>6,099</b>	<b>4,909</b>	<b>1,312</b>	<b>13,562</b>	<b>56,699</b>	<b>43,137</b>	<b>24%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>59,674</b>	<b>77,257</b>	<b>59,666</b>	<b>160,819</b>	<b>357,415</b>	<b>1,340,873</b>	<b>983,458</b>	<b>27%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>56,058</b>	<b>56,058</b>	<b>60,956</b>	<b>4,898</b>	<b>92%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>59,674</b>	<b>77,257</b>	<b>59,666</b>	<b>216,877</b>	<b>413,472</b>	<b>1,401,829</b>	<b>988,357</b>	<b>1</b>
<i>Non-federal Match In-Kind</i>	-	-	5,000	35,000	40,000	270,207	230,207	15%



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: In-Home Supportive Services (IHSS) Public Authority Advisory Committee Report

---

**RECOMMENDATION(S):**

ACCEPT the 2016 In-Home Supportive Services (IHSS) Public Authority Advisory Committee Annual Report as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

On June 18, 2002, the Contra Costa County Board of Supervisors accepted Resolution No. 2002/377 requiring each regular ongoing board, commission, and/or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership, attendance, required training and certification programs, and proposed work activities for the following year. The requirement is addressed by the In-Home Supportive Services Public Authority Advisory Committee in the attached report.

**CONSEQUENCE OF NEGATIVE ACTION:**

The annual report will not be accepted.

**CHILDREN'S IMPACT STATEMENT:**

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
925-313-1717

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

By: , Deputy

cc:

ATTACHMENTS

IHSS PA AC Annual Report  
2016

## **Annual Report to the Contra Costa County Board of Supervisors**

**Name:** Contra Costa County In-Home Supportive Services  
Public Authority Advisory Committee

**Meeting:** 1:00 to 3:00 on the third Tuesday of every month  
(Except August & December)  
500 Ellinwood Way, Pleasant Hill

**Report Period:** January 2016 – December 2016

**Prepared by:** Sydney Anderson, Chair  
Jan Watson, Executive Director  
Elizabeth Dondi, Program Manager

### **I. ACTIVITIES**

#### **Provider and Consumer Training**

Under the auspices of the Health, Safety and Education Subcommittee, consumer and provider educational and training sessions were conducted by IHSS Public Authority Registry/Training Specialists throughout the year.

Topics presented included:

- Alzheimer's disease
- CPR/First Aid
- FLSA Timesheet Training

#### **Rapid Response Program**

This program, which refers care providers to IHSS consumers that are unexpectedly without their regular caregiver, continues to be negatively impacted by the discontinuance of stipends and lack of independent providers willing to work short term assignments. With assistance from the Rapid Response Subcommittee, the Public Authority has conducted an RFI and is in the process of selecting a home care agency to fulfill requests for emergency services.

### **II. ACCOMPLISHMENTS**

#### **Communication and Networking/Community Involvement**

Advisory Committee Chair Sydney Anderson is active in the East County Senior Coalition. Ms. Anderson is also an organizer of the East County Resource and Networking Group. She organized and attended the "Living Better after 50" event in Pittsburg and a Senior Health and Information Fair in Bethel Island. Ms. Anderson participated in a Cyber Security Workshop conducted by Consumer Action. She also attended the Hospital Readmission Reduction Summit

which focused on bringing cohesion across the entire care continuum to ensure a high standard of care and patient safety.

Member Gary Gray regularly attended East Bay Paratransit Advisory Committee meetings to advocate removing barriers for persons with disabilities at bus and BART stations. He was successful in persuading BART to change the location of some of their station signs to make it easier for those with disabilities to locate their paratransit pick-up and drop-off points. Mr. Gray also writes articles for the Black Athletes Sports Network Weekly and produces his own radio show.

This year, the Advisory Committee reviewed and revised their Policies and Procedures, which were approved by the Board of Supervisors on December 6, 2016.

### **III. ATTENDANCE/REPRESENTATION**

State Law, regulations and County Ordinance specify an eleven member Advisory Committee appointed by the Board of Supervisors. No fewer than fifty percent of the members shall be individuals who are current or past users of personal assistance services paid for through public or private funds or are consumers of In-Home Supportive Services. Five of the members meet these criteria. The Committee added an IHSS provider as a member this year.

Attendance at general meetings and sub-committees has fallen off due to health problems of some of the members. Currently there are four vacancies on the Committee: three are supervisory appointments for Districts I, IV and V and the other is a consumer seat of any age.

### **IV. TRAINING/CERTIFICATION**

This year Advisory Committee members received training or attended presentations on the following topics:

- Ethics
- Quality Assurance in the IHSS Program
- Cyber Security
- Reducing Hospital Readmissions

### **V. PROPOSED WORK PLAN**

- Recruit for and fill the vacancies on the Advisory Committee
- Continue to work with staff on trainings for providers and consumers
- Participate in monthly California IHSS Consumer Alliance (CICA) phone conferences
- Reach out to other IHSS Public Authority advisory committees for best practices
- Work with East Bay transit agencies to improve the ridership experience for persons with disabilities
- Continue to monitor state and federal legislation which impact IHSS



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 17, 2017

Subject: Conflict of Interest Code for the Ironhouse Sanitary District

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Ironhouse Sanitary District ("District"), including the list of designated positions.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cynthia Schwerin, Deputy County  
Counsel, (925) 335-1800

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

By: , Deputy

cc: David Twa, Clerk of the Board of Supervisors, Cynthia Schwerin, Deputy County Counsel, Chad Davisson, General Manager, ISD



ATTACHMENTS

Ex. A - Ironhouse SD COI Code

Ex. B - Ironhouse SD COI Code

STRIKEOUT

## **CONFLICT OF INTEREST CODE FOR IRONHOUSE SANITARY DISTRICT**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal.Code Regs. § 18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in the agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any future amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. Such regulation, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of Ironhouse Sanitary District.

The designated officials and employees shall file statements of economic interests with the Ironhouse Sanitary District, which will make the statements available for public inspection and reproduction. (Gov't Code § 81008). The original statements shall be forwarded to the Clerk of the Board of Supervisors for Contra Costa County. Copies of the statements for all designated officials and employees will be retained by Ironhouse Sanitary District.

In addition to any other requirements of 2 California Code of Regulations Section 18730 and any amendments thereto, a candidate for the Board of Directors of Ironhouse Sanitary District shall file, no later than the final filing date of a declaration of candidacy, a statement of economic interests, as specified in the attached Appendix.

## APPENDIX

List of Designated Positions	Assigned Disclosure Categories
Directors	1
Candidates for Election as Directors	1
General Manager	1
General Counsel	1
Consultants* (Finance Manager and others as warranted)	1
District Secretary	2
Treasurer	2
Board Clerk	2
Plant Manager	2
Maintenance Superintendent	2
Maintenance Lead	3
Operations Lead	3
Ranch, Levee and Reclamation Superintendent	4
Ranch, Levee and Reclamation Supervisor	4
<p>*The General Manager may determine in writing that a particular consultant, although a "designated position," is contracted with to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.</p>	

### Disclosure Categories:

#### Category 1. Individuals in Category 1 shall disclose:

- All interests in real property located in part or in whole within the boundaries of Ironhouse Sanitary District, within two miles thereof, or within two miles of land owned or used by the District; and
- All investments, business positions and sources of income (including gifts, loans, and travel payments) located or doing business in the jurisdiction of Ironhouse Sanitary District. A business entity is "located or doing business in the jurisdiction of Ironhouse Sanitary District" if the business entity is doing business or plans to do business within the boundaries of the District, or if the business entity owned or leased any facilities within the boundaries of the District, or has done business within the boundaries of the District, at any time during the two years prior to the time that the disclosure statement of the designated office/employee is filed.

**Category 2.** Individuals in Category 2 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, construction services or other services, including training or consulting services, of the type utilized by Ironhouse Sanitary District.

**Category 3.** Individuals in Category 3 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Operations, Maintenance or Engineering Department of Ironhouse Sanitary District.

**Category 4.** Individuals in Category 4 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, or services, including training or consulting services, of the type utilized by the Ranch, Levee and Reclamation Department of Ironhouse Sanitary District.

**CONFLICT OF INTEREST CODE FOR  
IRONHOUSE SANITARY DISTRICT**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal.Code Regs. § 18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in the agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any future amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. Such regulation, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of Ironhouse Sanitary District.

The designated officials and employees shall file statements of economic interests with the Ironhouse Sanitary District, which will make the statements available for public inspection and reproduction. (Gov't Code § 81008). The original statements shall be forwarded to the Clerk of the Board of Supervisors for Contra Costa County. Copies of the statements for all designated officials and employees will be retained by Ironhouse Sanitary District.

In addition to any other requirements of 2 California Code of Regulations Section 18730 and any amendments thereto, a candidate for the Board of Directors of Ironhouse Sanitary District shall file, no later than the final filing date of a declaration of candidacy, a statement of economic interests, as specified in the attached Appendix.

**APPENDIX**

<b>List of Designated Positions</b>	<b>Assigned Disclosure Categories</b>
Directors	1
Candidates for Election as Directors	1
General Manager	1
General Counsel	1
Consultants* (Finance Manager and others as warranted)	1
District Secretary	2
Treasurer	2
Board Clerk	2
<u>Plant Manager</u>	2
Maintenance Superintendent	2
▼	▼
▼	▼
Maintenance <u>Lead</u>	3
Operations <u>Lead</u>	3
Ranch, Levee and Reclamation Superintendent	4
Ranch, Levee and Reclamation Supervisor	4
*The General Manager may determine in writing that a particular consultant, although a "designated position," is contracted with to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.	

- Deleted:** Operations Superintendent
- Deleted:** District Engineer
- Deleted:** 2
- Deleted:** Environmental/Process Compliance Manager
- Deleted:** 2
- Deleted:** Supervisor
- Deleted:** Supervisor

**Disclosure Categories:**

**Category 1.** Individuals in Category 1 shall disclose:

- All interests in real property located in part or in whole within the boundaries of Ironhouse Sanitary District, within two miles thereof, or within two miles of land owned or used by the District; and
- All investments, business positions and sources of income (including gifts, loans, and travel payments) located or doing business in the jurisdiction of Ironhouse Sanitary District. A business entity is "located or doing business in the jurisdiction of Ironhouse Sanitary District" if the business entity is doing business or plans to do business within the boundaries of the District, or if the business entity owned or leased any facilities within the boundaries of the District, or has done business within the boundaries of the District, at any time during the two years prior to the time that the disclosure statement of the designated office/employee is filed.

**Category 2.** Individuals in Category 2 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, construction services or other services, including training or consulting services, of the type utilized by Ironhouse Sanitary District.

**Category 3.** Individuals in Category 3 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Operations, Maintenance or Engineering Department of Ironhouse Sanitary District.

**Category 4.** Individuals in Category 4 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, or services, including training or consulting services, of the type utilized by the Ranch, Levee and Reclamation Department of Ironhouse Sanitary District.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 17, 2017

Subject: Conflict of Interest Code for the Orinda Union School District

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Orinda Union School District (“District”).

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5.

The changes include board bylaws concerning conflicts of interest, and updated legal references. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cynthia Schwerin, Deputy County  
Counsel, (925) 335-1800

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

By: , Deputy

cc: David Twa, Clerk of the Board of Supervisors, Cynthia Schwerin, Deputy County Counsel, Dr. Carolyn Seaton, Superintendent, OUSD



ATTACHMENTS

Ex. A - Orinda USD COI Code

Ex. B - Orinda USD COI Code

STRIKEOUT

**Exhibit**  
**Conflict Of Interest**

E 9270  
**Board Bylaws**

**RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Orinda Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Orinda Union School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and


WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Orinda Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 12th day of December, 2016 at a meeting, by the following vote:

AYES: 5 NOES: 0 ABSENT: 0

Attest:

  
Carolyn Seaton, Ed. D.  
Secretary/President

**Orinda Union School District  
Bylaws of the Board  
Conflict Of Interest**

BB 9270

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

**Relatives**

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

**Conflict of Interest Code**

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted

to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest codes, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

#### Conflict of Interest Under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

#### Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, the Board member shall disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

#### Conflict of Interest Under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and

solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

#### Common Law Doctrine Against Conflict of Interest

Members shall abstain from participating in a particular matter that would place themselves in a position where their private, personal interests may conflict with their ability to remain disinterested and diligent in their official duties under the circumstances of the matter.

#### Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

#### Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding,

the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

#### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office  
35107 School district employees  
35230-35240 Corrupt practices, especially:  
35233 Prohibitions applicable to members of governing boards  
41000-41003 Moneys received by school districts  
41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers  
1125-1129 Incompatible activities  
81000-91014 Political Reform Act of 1974, especially:  
82011 Code reviewing body  
82019 Definition, designated employee  
82028 Definition, gift  
82030 Definition, income  
82033 Definition, interest in real property  
82034 Definition, investment  
87100-87103.6 General prohibitions  
87200-87210 Disclosure  
87300-87313 Conflict of interest code  
87500 Statements of economic interests  
89501-89503 Honoraria and gifts  
89506 Ethics; travel  
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:  
18700-18707 General prohibitions  
18722-18740 Disclosure of interests  
18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)  
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261  
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469  
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655  
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)



92 Ops. Cal. Atty. Gen. 19 (2009)  
89 Ops. Cal. Atty. Gen. 217 (2006)  
86 Ops. Cal. Atty. Gen. 138 (2003)  
85 Ops. Cal. Atty. Gen. 60 (2002)  
82 Ops. Cal. Atty. Gen. 83 (1999)  
81 Ops. Cal. Atty. Gen. 327 (1998)  
80 Ops. Cal. Atty. Gen. 320 (1997)  
69 Ops. Cal. Atty. Gen. 255 (1986)  
68 Ops. Cal. Atty. Gen. 171 (1985)  
65 Ops. Cal. Atty. Gen. 606 (1982)  
63 Ops. Cal. Atty. Gen. 868 (1980)

Management Resources:

**CSBA PUBLICATIONS**

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

**FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS**

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

**INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS**

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

**WEB SITES**

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

**Bylaw ORINDA UNION SCHOOL DISTRICT**

adopted: April 7, 2008 Orinda, California

revised:

## Conflict of Interest Code of the Orinda Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

### APPENDIX

#### Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### Designated Position and Disclosure Category

Board of Trustees	Full Disclosure	
Superintendent of Schools	Full Disclosure	
Director, Business Services	1	
Director	2	
Principal	2	
Associate Principal	2	
Maintenance and Operations Director		2
Dean of Students	2	

#### Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item

7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

(7/10) 5/16 12/16

Orinda Union School District  
DRAFT Board Bylaw  
Conflict Of Interest

BB 9270  
Board Bylaws

***The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.***

*(cf. 9005 - Governance Standards)*

**Relatives**

***Even if there is no a prohibited or remote conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect a his/her relatives of the Board member. However, a Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the his/her relative belongs. "Relative" means an adult who is related to the person Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)***

A relationship within the third degree includes an individual's parents, grandparents, and great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, and uncles, nieces, nephews, and the similar family of the individual's spouse/***registered domestic partner*** unless the individual is widowed or divorced.

**Conflict of Interest Code**

~~The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.~~

***The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)***

**Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years, and submit any changes to the code reviewing body or, if no change in the code is required, the district Board shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)**

When a change in the district's conflict of interest code is necessitated by **due to** changed circumstances, such as the creation of new designated positions, **changes to the duties assigned to existing positions**, amendments, or revisions, **the changed amended code** shall be submitted to the code reviewing body within 90 days **after the changed circumstances necessitating the amendments have become apparent**. (Government Code 87306)

When reviewing and preparing **the district's** conflict of interest codes, ~~the district~~ **the Superintendent or designee** shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

**(cf. 9320 - Meetings and Notices)**

~~If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 48700)~~

~~Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)~~

**Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)**

**(cf. 4117.2/4217.2/4317.2 - Resignation)**

**(cf. 9222 - Resignation)**

**Conflict of Interest Under the Political Reform Act**

**A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to**

**know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)**

**A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.**

**However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.**

Disqualification **Additional Requirements** for Boards Members Who ~~that~~ Manage Public Investments

**Any** Board member who manages public investments pursuant to Government Code [87200](#) and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: **(Government Code [87105](#); 2 CCR [18707](#))**

1. Publicly identify ~~the~~ **each** financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. ~~(Government Code 87105)~~
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code [87100](#). The Board member shall not be counted toward achieving a quorum while the item is discussed. ~~(Government Code 87105 ; 2 CCR 18702.5)~~

**However**, the Board member may speak on the issue during the time that the general public speaks on the issue. ~~it~~ The Board member shall recuse himself/herself from voting on the matter and **may** leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public. ~~(Government Code 87105 ; 2 CCR 18702.5)~~

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. ~~(Government Code 87105)~~

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar. (~~2 CCR 18702.5~~)

(~~cf. 3430 - Investing~~)

4. If the Board's decision is made during closed session, ~~the public identification may be made~~ the Board member shall **disclose his/her interest** orally during the open session ~~before the Board goes into~~ **preceding the** closed session. **This disclosure** shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. ~~The Board member~~ **He/she** shall not be present when the item is considered in closed session ~~or~~ **and shall not** knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(~~cf. 3430 - Investing~~)

(~~cf. 9321 - Closed Session Purposes and Agendas~~)

(~~cf. 9321.1 - Closed Session Actions and Reports~~)

#### **Conflict of Interest Under Government Code 1090 - Financial Interest *in a Contract***

Board members, ~~and designated employees,~~ **or district consultants** shall not be financially interested in any contract made by the Board ~~or in any contract they make in their capacity as Board members or designated employees~~ **on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void.** (Government Code 1090)

~~A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)~~

- ~~1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty~~
- ~~2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board~~
- ~~3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be~~



deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091

4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment

5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records

6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records

7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, A Board member or employee shall not be deemed **considered** to be **financially** interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor **in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5. (Government Code 1091.5)**

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote

interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

### **Common Law Doctrine Against Conflict of Interest**

**Members shall abstain from participating in a particular matter that would place themselves in a position where their private, personal interests may conflict with their ability to remain disinterested and diligent in their official duties under the circumstances of the matter.**

### **Incompatible Offices and Activities**

Board of Trustees members shall not engage in any employment or activity **or hold any office** which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code **1099**, 1126)

### **(cf. 4136/4236/4336 - Nonschool Employment)**

#### Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

**In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)**

Gifts of travel and related lodging and subsistence shall be subject to the prevailing **current** gift limitation, except **when:** as described in (Government Code 89506).

**1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.**

**2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private**

**educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.**

**Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.**

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

#### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private **conference gathering, convention, meeting social event, meal, or like gathering** in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX

DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

~~Board of Trustees  
Superintendent of Schools~~

~~1. Persons occupying the following positions are designated employees in Category 1:~~

~~Director, Business Services~~

~~Designated persons in this category must report:~~

~~a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.~~

~~b. Investments or business positions in or income from sources which:~~

~~(1) Are engaged in the acquisition or disposal of real property within the district~~

~~(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or~~

~~(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district~~

~~2. Persons occupying the following positions are designated employees in Category 2:~~

~~Director  
Principal  
Assistant Principal  
Maintenance and Operations Director~~

~~Designated persons in this category must report investments or business positions in or income from sources which:~~

~~a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or~~

~~b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.~~

~~3. Consultants are designated employees who must disclose financial interests as determined on a case by case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.~~

~~A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)~~

~~a. Approve a rate, rule or regulation~~

~~b. Adopt or enforce a law~~

~~c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement~~

~~d. Authorize the district to enter into, modify or renew a contract that requires district approval~~

~~e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party~~

~~f. Grant district approval to a plan, design, report, study or similar item~~

~~g. Adopt or grant district approval of district policies, standards or guidelines~~

~~A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)~~

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, **especially:**

35233 Prohibitions applicable to members of governing boards

~~35239 Compensation for board members in districts under 70 ADA~~

**41000-41003 Moneys received by school districts**

**41015 Investments**

**FAMILY CODE**

**297.5 Rights, protections, and benefits of registered domestic partners**

GOVERNMENT CODE

1090-10989 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-910154 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, of designated employee

82028 Definition, of gifts **gift**

82030 Definition, of income

**82033 Definition, interest in real property**

**82034 Definition, investment**

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

**89506 Ethics; travel**

91000-91014 Enforcement

**PENAL CODE**

**85-88 Bribes**

**REVENUE AND TAXATION CODE**

**203 Taxable and exempt property - colleges**

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

**18700-18707 General prohibitions**

~~18702.5 Public identification of a conflict of interest for Section 87200 filers~~

**18722-18740 Disclosure of interests**

**18750.1-18756 Conflict of interest codes**

COURT DECISIONS

**McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)**

**Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261**

**Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469**

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

**92 Ops.Cal.Atty.Gen. 26 (2009)**

**92 Ops.Cal.Atty.Gen. 19 (2009)**

**89 Ops.Cal.Atty.Gen. 217 (2006)**

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)  
**63 Ops.Cal.Atty.Gen. 868 (1980)**

Management Resources:

**CSBA PUBLICATIONS**

**Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010**

**FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS**

**Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005**

**INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS**

**Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009**

**Understanding the Basics of Public Service Ethics: Transparency Laws, 2009**

**WEB SITES**

**CSBA: <http://www.csba.org>**

Fair Political Practices Commission: <http://www.fppc.ca.gov>

**Institute of Local Government: <http://www.ca-ilg.org>**

Bylaw ORINDA UNION SCHOOL DISTRICT

adopted: April 7, 2008 Orinda, California

**Revised:**

Conflict of Interest Code of the  
Orinda Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:



- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### Designated Position and Disclosure Category

Board of Trustees	Full Disclosure	
Superintendent of Schools	Full Disclosure	
Director, Business Services	1	
Director	2	
Principal	2	
Associate Principal	2	
Maintenance and Operations Director		2
Dean of Students	2	

#### Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item

7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

(7/10) 5/16 12/16



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 17, 2017

Subject: Conflict of Interest Code for the Contra Costa Water District

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Contra Costa Water District (“District”), including the list of designated positions.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Cynthia Schwerin, Deputy County  
Counsel, (925) 335-1800

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

By: , Deputy

cc: David Twa, Clerk of the Board of Supervisors, Cynthia Schwerin, Deputy County Counsel, Jerry Brown, GM, CCWD

ATTACHMENTS

Ex. A - CCWD COI Code

Ex. B - CCWD COI Code

STRIKEOUT

Chapter 3.08

CONFLICT OF INTEREST CODE\*

Sections:

- 3.08.010 Adoption of Standard Code.
- 3.08.020 Government Code Section 87200 Filers.
- 3.08.030 Disclosure Categories and Designated Positions.
- 3.08.040 Additions to Standard Code.

\*Prior Resolution History: Res 09-19 Exh. A: Res 94-108 Exh. A and Reg. 152 Appendix.

3.08.010 Adoption of Standard Code.

A. The Political Reform Act (California Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730), that contains the terms of a standard conflict of interest Code, that can be incorporated by reference in an agency's code. After public notice and hearing, the regulation may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Sec. 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Contra Costa Water District (District).

B. Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the District.

3.08.020 Government Code Section 87200 Filers.

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200:

- Members of the Board of Directors
- General Manager
- Assistant General Manager - Administration
- Director of Finance
- Director of Finance & Human Resources
- Accounting Manager

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices

Commission makes the final determination whether a position is covered by Government Code Section 87200.

3.08.030 Disclosure Categories and Designated Positions

A. Designated Positions and Assigned Disclosure Category

Designated Position	Assigned Disclosure Category
Assistant General Manager-Engineering	1
Special Assistant to the General Manager	1
Executive Assistant to the General Manager	1
Director of Operations and Maintenance	1
Watershed and Lands Manager	1
Director of Planning	1
Director of Engineering	1
Director of Construction	1
Water Resources Manager	1
Real Property Agent	1
Construction Manager	2
Engineering Manager	2
Health and Safety Manager	2
Human Resources Manager	2
Human Resources and Risk Manager	2
Director of Public Affairs	2
Maintenance Manager (Distribution)	2
Maintenance Manager (Storage and Conveyance)	2
Planning Manager	2
Internal Auditor	2
Water Operations Manager	2
Risk Management Officer	2
Purchasing Officer	2
Principal Engineer	2
Principal Planner	2
Principal Water Resources Specialist	2
Senior Engineer	2
Special Projects Manager	2
Project Controls Manager	2
Information Systems Manager	2
Environmental Compliance Officer	2
Watershed and Environmental Planning Manager	2
Consultants*	

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the Code; subject to the following limitations: The General Manager may determine, in writing, that a particular consultant, (other than the General Counsel, who must disclose pursuant to the broadest category in the conflict-of interest code), although a "designated position" has been hired to perform a range of duties that is limited in scope and thus, is not required to fully comply with the disclosure requirements of the Code. Such written determination shall include a description of the consultant's duties, and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## B. Disclosure Categories

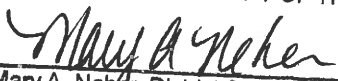
Category I: Persons occupying positions in category 1 shall disclose all investments, interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the District, sources of income, including gifts, loans, and travel payments, and business positions held in business entities located in or doing business within the jurisdiction of the District.

Category II: Persons occupying positions in Category II shall disclose any investments in, sources of income, including gifts, loans, and travel payments, from, and business positions held, in any business providing services, supplies, materials, or equipment of the type utilized by the District, and located in or doing business within the District, including, but not limited to, office equipment, financial and insurance institutions, public utilities, and engineering services.

### 3.08.040 Additions to Standard Code.

- A. The following is a list of types of disclosable interests. Please note that this list is not all-inclusive.
- Sources that have filed claims with the District or have a claim pending within the previous two years
  - Construction and building materials;
  - Office equipment and supplies;
  - Banks and savings and loan institutions;
  - Public utilities;
  - Financial audit services;
  - Insurance services;
  - Printing, reproduction, or photographic equipment, supplies and services;
  - Chemical supplies and equipment;
  - Motor vehicles and specialty vehicles, parties and supplies;
  - Petroleum products;
  - Measuring and calculating equipment;
  - Safety equipment and supplies;
  - Telephone and communications services and equipment;
  - Pipes, valves, fittings, pumps, tanks and similar materials;
  - Water quality testing equipment and services;
  - Cathodic protection equipment, services and supplies;
  - Engineering services;
  - Employment and temporary help agencies;
  - General and specialty equipment rental;
  - Demolition, construction and maintenance services;
  - Real estate sales or investment firms;

CERTIFIED A TRUE COPY OF THE ORIGINAL

  
Mary A. Neher, District Secretary  
Contra Costa Water District

**RESOLUTION NO. 16-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CONTRA COSTA WATER DISTRICT  
AMENDING THE CODE OF REGULATIONS – CHAPTER 3.08,  
CONFLICT OF INTEREST CODE**

WHEREAS the Political Reform Act of 1974 (California Government Code Section 81000 et seq., as amended) and the implementing regulations adopted by the California Fair Political Practices Commission (FPPC) (2 California Code of Regulations Section 18109 et seq., as amended) require the District to adopt and to periodically update a Conflict of Interest Code; and

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Contra Costa Water District that Section 3.08.030 of Chapter 3.08 of the Code of Regulations, Conflict of Interest Code, is amended as set forth in Exhibit A, attached hereto and incorporated herein, and the General Manager or his designee is hereby authorized and directed to do all things necessary and proper to implement this Resolution, including submission to the code reviewing body.

BE IT FURTHER RESOLVED that this resolution shall be effective upon its adoption; and constitute the Conflict of Interest Code for the Contra Costa Water District

provided, however, that in accordance with applicable state regulations, the amended Conflict of Interest Code shall not become operative until the thirtieth day following its approval by the code reviewing body.

\* \* \* \* \*

The foregoing Resolution was duly and regularly adopted at a regular meeting held on the 7<sup>th</sup> day of December 2016, by the Board of Directors of the Contra Costa Water District, by the following vote of the Board:

AYES: Avila, Boatmun, Borba, Burgh, Holdaway

NOES:

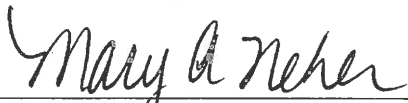
ABSTAIN:

ABSENT:



\_\_\_\_\_  
Lisa M. Borba, President

ATTEST:



\_\_\_\_\_  
Mary A. Neher, District Secretary



**Chapter 3.08**

**CONFLICT OF INTEREST CODE\***

**Sections:**

- 3.08.010 Adoption of Standard Code.**
- 3.08.020 Government Code Section 87200 Filers.**
- 3.08.030 Disclosure Categories and Designated Positions.**
- 3.08.040 Additions to Standard Code.**

\*Prior Resolution History: Res 09-19 Exh. A: Res 94-108 Exh. A and Reg. 152 Appendix.

**3.08.010 Adoption of Standard Code.**

A. The Political Reform Act (California Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730), that contains the terms of a standard conflict of interest Code, that can be incorporated by reference in an agency's code. After public notice and hearing, the regulation may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Sec. 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Contra Costa Water District (District).

B. Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the District.

**3.08.020 Government Code Section 87200 Filers.**

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200:

- Members of the Board of Directors
- General Manager
- Assistant General Manager - Administration
- Director of Finance
- Director of Finance & Human Resources
- Accounting Manager

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices

Commission makes the final determination whether a position is covered by Government Code Section 87200.

**3.08.030 Disclosure Categories and Designated Positions**

**A. Designated Positions and Assigned Disclosure Category**

Designated Position	Assigned Disclosure Category
Assistant General Manager-Engineering	1
Special Assistant to the General Manager	1
Executive Assistant to the General Manager	1
Director of Operations and Maintenance	1
Watershed and Lands Manager	1
Director of Planning	1
Director of Engineering	1
Director of Construction	1
Water Resources Manager	1
Real Property Agent	1
Construction Manager	2
Engineering Manager	2
Health and Safety Manager	2
Human Resources Manager	2
Human Resources and Risk Manager	2
Director of Public Affairs	2
Maintenance Manager (Distribution)	2
Maintenance Manager (Storage and Conveyance)	2
Planning Manager	2
Internal Auditor	2
Water Operations Manager	2
Risk Management Officer	2
Purchasing Officer	2
Principal Engineer	2
Principal Planner	2
Principal Water Resources Specialist	2
Senior Engineer	2
Special Projects Manager	2
Project Controls Manager	2
Information Systems Manager	2
Environmental Compliance Officer	2
Watershed and Environmental Planning Manager	2
Consultants*	2

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the Code; subject to the following limitations: The General Manager may determine, in writing, that a particular consultant, (other than the General Counsel, who must disclose pursuant to the broadest category in the conflict-of interest code), although a "designated position" has been hired to perform a range of duties that is limited in scope and thus, is not required to fully comply with the disclosure requirements of the Code. Such written determination shall include a description of the consultant's duties, and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## B. Disclosure Categories

Category I: Persons occupying positions in category 1 shall disclose all investments, interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the District, sources of income, including gifts, loans, and travel payments, and business positions held in business entities located in or doing business within the jurisdiction of the District.

Category II: Persons occupying positions in Category II shall disclose any investments in, sources of income, including gifts, loans, and travel payments, from, and business positions held, in any business providing services, supplies, materials, or equipment of the type utilized by the District, and located in or doing business within the District, including, but not limited to, office equipment, financial and insurance institutions, public utilities, and engineering services.

### 3.08.040 Additions to Standard Code.

- A. The following is a list of types of disclosable interests. Please note that this list is not all-inclusive.
- Sources that have filed claims with the District or have a claim pending within the previous two years
  - Construction and building materials;
  - Office equipment and supplies;
  - Banks and savings and loan institutions;
  - Public utilities;
  - Financial audit services;
  - Insurance services;
  - Printing, reproduction, or photographic equipment, supplies and services;
  - Chemical supplies and equipment;
  - Motor vehicles and specialty vehicles, parties and supplies;
  - Petroleum products;
  - Measuring and calculating equipment;
  - Safety equipment and supplies;
  - Telephone and communications services and equipment;
  - Pipes, valves, fittings, pumps, tanks and similar materials;
  - Water quality testing equipment and services;
  - Cathodic protection equipment, services and supplies;
  - Engineering services;
  - Employment and temporary help agencies;
  - General and specialty equipment rental;
  - Demolition, construction and maintenance services;
  - Real estate sales or investment firms;



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 17, 2017

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the December 2016 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

The update will not be received.

**CHILDREN'S IMPACT STATEMENT:**

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:

## ATTACHMENTS

CSB Dec 2016 CAO Report

CSB Dec 2016 HS Fiscal

CSB Dec 2016 EHS Fiscal

CSB Dec 2016 Credit Card  
Report

CSB Dec 2016 Partnership Fiscal

CSB Dec 2016 CACFP Report

CsB Dec 2016 LIHEAP

CSB Dec 2016 Menu



To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: December 2016

---

Camilla Rand, M.S.  
Director



**I. Good News Update/Accomplishments:**

- Administration for Children and Families, Region IX has assigned a new Program Specialist, Nicole Porter. She will be our new primary contact with the Regional Office for Head Start and Early Head Start relates matters. She will join us for an on-site visit in January to meet our Senior Management team and meet our Managers and Supervisors during a regularly scheduled all-managers meeting the same day. We are looking forward to working with her.
- CSB received 50 percent (\$257,400.00) of the eligible amount approved by the Contra Costa County Office of Education for implementing the Quality Matters Program. The other 50% will be disbursed when all the milestones and timelines have been completed by the participating centers prior to June 2017. All CSB centers and state funded partners are Quality Matters participants through Contra Costa County's QRIS initiative. The participants will meet on January 26, 2017 to build and nurture personal connections among each other and share lessons learned, challenges, opportunities and successes with one another; and celebrate milestones in their journey for Continuous Quality Improvement.
- Marsh Creek received their notification from the National Association for the Education of the Young Child (NAEYC) informing them that they have maintained their Accreditation and thanking them for their commitment to continuous quality improvement. Marsh Creek continues to excel in program quality not only through NAEYC criteria but also in maintaining a five star rating in QRIS.
- The Community Services Block Grant Program received its triennial review and has received its formal notification that there were no findings.
- The Economic Opportunity Council has completed their RFI process for 2017 and has selected the following subcontractors to combat poverty in the three established priority areas: food/nutrition, jobs/employment, and housing/shelter. The following subcontractors were selected:
  - Bay Area Community Resources – Job Training
  - Bay Area Legal Aid – Housing and Food
  - Contra Costa Health Services Homeless Program – Housing and Food
  - Loaves and Fishes of Contra Costa – Food and Jobs
  - Opportunity Junction – Jobs
  - Shelter Inc. of Contra Costa – Housing and Food
  - STAND! – Housing, Food, and Jobs
  - The Contra Costa Clubhouses – Jobs and Food
  - White Pony Express – Food
- Christina Reich, Division Manager, has been elected to the Executive Committee of Ensuring Opportunity, the collaborative effort to end poverty in Contra Costa County by addressing structural causes at the policy level.



## **II. Status Updates:**

### **a. Caseloads, workload (all programs)**

- Head Start enrollment: 100.55 %
- Early Head Start enrollment: 101.81%
- Early Head Start Child Care Partnership enrollment: 100%
- Head Start Average Daily Attendance: 83.4%
- Early Head Start Average Daily Attendance: 85%
- Early Head Start Child Care Partnership Attendance: 85%
- Stage 2: 324 families and 517 children
- CAPP: 75 families and 118 children
- In total: 399 families and 635 children
- Incoming transfers from Stage 1: 14 families and 20 children
- LIHEAP: 136 households have been assisted
- Weatherization: 27 units

### **b. Staffing:**

- During the month of December CSB conducted active on-site recruitments at several One-Stop Centers in an effort to hire qualified temporary employees and build its substitute pool. The Bureau worked with HR to open recruitment to fill a vacant Comprehensive Services Manager (CSM) position and submitted requests to HR for the eligible lists for ASA II and Experience and Intermediate Levels Clerks. The Bureau will schedule interviews upon receiving the eligible lists.

### **c. Union issues:**

- There are no current issues with the Union.

## **III. Emerging Issues and Hot Topics:**

- The Economic Opportunity Council has five vacancies it needs to fill by January 30<sup>th</sup>:
  - 3 in the low income sector,
  - 1 in the private/non-profit sector, and
  - 1 in the public sector (Piepho's District)

cc: Policy Council Chair  
Family & Human Services Committee  
Nicole Porter, ACF

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2016 HEAD START PROGRAM**  
November 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 3,356,314	\$ 3,874,284	\$ 517,970	87%
b. FRINGE BENEFITS	2,054,482	2,680,138	625,656	77%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	222,341	294,639	72,298	75%
f. CONTRACTUAL	4,951,613	6,747,268	1,795,655	73%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,058,066	1,571,708	513,642	67%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 11,642,816</b>	<b>\$ 15,168,037</b>	<b>\$ 3,525,221</b>	<b>77%</b>
j. INDIRECT COSTS	702,134	801,975	99,841	88%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 12,344,951</b>	<b>\$ 15,970,012</b>	<b>\$ 3,625,061</b>	<b>77%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 3,343,156</i>	<i>\$ 3,992,503</i>	<i>\$ 649,347</i>	<i>84%</i>

1	2 Jan-16 thru Mar-16	3 Apr-16 thru Jun-16	4 Jul-16 thru Sep-16	5 Oct-16 thru Dec-16	2 Actual Jan-16
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	811,166	858,213	671,021	591,713	234,558
Temporary 1013	162,645	116,744	68,399	76,413	52,472
<b>a. PERSONNEL (Object class 6a)</b>	<b>973,811</b>	<b>974,957</b>	<b>739,420</b>	<b>668,126</b>	<b>287,030</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>589,566</b>	<b>620,263</b>	<b>444,864</b>	<b>399,789</b>	<b>168,620</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	5,782	13,335	7,161	5,628	1,374
2. Child and Family Services Supplies (Includesclassrc	6,938	26,073	1,905	2,246	782
Computer Supplies, Software Upgrades, Computer	24,884	52,974	406	42,600	-
Health/Safety Supplies	755	1,922	482	66	355
Mental helath/Diasabilities Supplies	-	-	34	21	-
Miscellaneous Supplies	14,917	1,158	2,156	1,634	-
Emergency Supplies	3,199	1,324	-	-	-
Household Supplies	1,858	1,032	1,696	157	-
<b>TOTAL SUPPLIES (6e)</b>	<b>58,332</b>	<b>97,818</b>	<b>13,840</b>	<b>52,352</b>	<b>2,511</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Con	9,348	18,797	5,377	4,974	-
2. Health/Disabilities Services	-	-	-	-	-
Estimated Medical Revenue from Medi-Cal (Org 14	-	-	-	-	-
Health Consultant	11,250	10,820	10,988	4,362	3,674
5. Training & Technical Assistance - PA11	-	-	-	-	-
Interaction	-	3,600	-	3,750	-
Diane Godard (\$50,000/2)	-	6,900	-	-	-
Josephine Lee (\$35,000/2)	2,295	5,400	1,320	1,500	-
7. Delegate Agency Costs	-	-	-	-	-
First Baptist Church Head Start PA22	172,432	665,592	184,154	289,645	-
First Baptist Church Head Start PA20	-	-	-	-	-
8. Other Contracts	-	-	-	-	-
FB-Fairgrounds Partnership (Wrap)	12,185	26,921	-	25,028	-
FB-Fairgrounds Partnership	30,600	61,200	-	57,600	-
FB-E. Leland/Mercy Housing Partnership	9,000	17,775	-	-	-
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	36,000	14,400	17,325	-
Little Angels Country School	4,749	12,124	214	-	-
YMCA of the East Bay (20 HS slots x \$225/mo x 12	9,000	18,000	-	13,500	-
Child Outcome Planning and Administration (COPA	2,403	3,601	5,019	1,007	-
Enhancement/wrap-around HS slots with State CD	6,291	884,544	510,154	1,742,471	-
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>287,554</b>	<b>1,771,273</b>	<b>731,625</b>	<b>2,161,161</b>	<b>3,674</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases	55,233	94,519	38,215	68,816	2,855
4. Utilities, Telephone	61,566	89,384	41,385	25,031	8,750
5. Building and Child Liability Insurance	3,155	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	3,550	5,668	13,892	3,394	1,263
7. Incidental Alterations/Renovations	-	-	-	-	-
8. Local Travel (55.5 cents per mile effective 1/1/201:	4,343	12,110	4,333	4,204	88
9. Nutrition Services	-	-	-	-	-
Child Nutrition Costs	84,966	148,146	4,416	67,410	-
(CCFP & USDA Reimbursements)	(28,676)	(92,006)	-	(26,562)	-
13. Parent Services	-	-	-	6,007	-
Parent Conference Registration - PA11	-	-	-	6,007	-
Parent Resources (Parenting Books, Videos, etc.)	498	216	1,005	-	-
PC Orientation, Trainings, Materials & Translation	1,692	643	3,724	-	72
Policy Council Activities	-	-	1,748	206	-
Parent Activities (Sites, PC, BOS luncheon) & App	-	-	1,411	3,013	-
Child Care/Mileage Reimbursement	2,702	2,980	3,149	83	-
14. Accounting & Legal Services	-	-	-	-	-
Auditor Controllers	1,256	1,495	-	-	1,256
Data Processing/Other Services & Supplies	3,378	5,882	2,882	2,888	-
15. Publications/Advertising/Printing	-	-	-	-	-
Outreach/Printing	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochures)	1,998	-	1,332	-	962
16. Training or Staff Development	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NH	1,225	45	7,772	1,753	175
Staff Trainings/Dev. Conf. Registrations/Members	2,411	3,284	8,837	9,926	-
17. Other	-	-	-	-	-
Site Security Guards	5,133	15,499	5,302	5,389	-
Dental/Medical Services	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	27,821	17,169	7,319	25,753	-
Equipment Maintenance Repair & Rental	9,576	78,812	14,976	14,278	3,125
Dept. of Health and Human Services-data Base (C)	3,357	2,518	2,518	1,679	839
Other Operating Expenses (Facs Admin/Other adrn	13,055	17,820	329	17,826	-
<b>h. OTHER (6h)</b>	<b>258,239</b>	<b>404,187</b>	<b>164,545</b>	<b>231,095</b>	<b>19,386</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>2,167,502</b>	<b>3,868,498</b>	<b>2,094,293</b>	<b>3,512,523</b>	<b>481,221</b>
<b>j. INDIRECT COSTS</b>	<b>154,260</b>	<b>316,974</b>	<b>-</b>	<b>230,900</b>	<b>-</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>2,321,762</b>	<b>4,185,473</b>	<b>2,094,293</b>	<b>3,743,423</b>	<b>481,221</b>
<b>Donación de mercancías y servicios (In- Kind)</b>	<b>180,831</b>	<b>648,325</b>	<b>919,000</b>	<b>1,595,000</b>	<b>62,000</b>



CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2016 HEAD START PROGRAM**  
November 2016 Expenditures

3	4	3	4	5				4	5	4	5
Actual Feb-15	Actual Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Actual Jun-15	Actual Jun-15	Actual Jun-15	Total Jun-15	Jan 16 Jun-16	Actual Jul-16	Actual Aug-16
286,997	289,611	291,106	294,910	221,097	51,100	-	-		1,669,378	186,691	217,804
53,378	56,795	51,634	42,322	22,788	-	-	-		279,389	12,343	24,553
<b>340,375</b>	<b>346,406</b>	<b>342,739</b>	<b>337,232</b>	<b>243,886</b>	<b>51,100</b>	-	-		<b>1,948,768</b>	<b>199,035</b>	<b>242,357</b>
<b>204,702</b>	<b>216,245</b>	<b>210,624</b>	<b>203,018</b>	<b>164,358</b>	<b>41,191</b>	<b>1,074</b>	-		<b>1,209,830</b>	<b>123,610</b>	<b>150,830</b>
2,307	2,101	6,227	5,809	725	573	-	-		19,117	1,596	2,294
2,170	3,986	8,237	22,728	(6,209)	1,317	-	-		33,011	713	1,193
24,884	-	305	27,519	19,229	5,921	-	-		77,858	-	-
400	-	87	771	959	105	-	-		2,677	117	-
-	-	-	-	-	-	-	-		-	-	-
13,526	1,391	43	808	144	162	-	-		16,075	394	59
727	2,471	374	660	291	-	-	-		4,522	-	-
1,694	163	218	347	277	190	-	-		2,890	-	41
<b>45,709</b>	<b>10,112</b>	<b>15,490</b>	<b>58,642</b>	<b>15,416</b>	<b>8,269</b>	-	-		<b>156,149</b>	<b>2,821</b>	<b>3,586</b>
-	-	-	-	-	-	-	-		-	-	-
6,705	2,642	3,545	3,516	9,717	2,020	-	-		28,145	625	3,189
-	-	-	-	-	-	-	-		-	-	-
-	-	-	-	-	-	-	-		-	-	-
1,837	5,740	2,066	5,510	3,243	-	-	-		22,070	3,674	3,903
-	-	-	3,600	-	-	-	-		3,600	-	-
-	-	-	-	6,900	-	-	-		6,900	-	-
645	1,650	495	1,800	3,105	-	-	-		7,695	-	780
-	172,432	165,851	337,714	162,026	-	-	-		838,024	184,154	-
-	-	-	-	-	-	-	-		-	-	-
6,093	6,093	-	13,453	6,413	-	7,055	-		39,106	-	-
15,300	15,300	-	30,600	15,300	-	15,300	-		91,800	-	-
4,500	4,500	4,500	4,500	4,500	-	4,275	-		26,775	-	-
9,000	9,000	9,000	9,000	9,000	-	9,000	-		54,000	-	6,525
2,199	2,550	3,436	3,207	3,008	-	2,474	-		16,873	-	-
4,500	4,500	-	9,000	-	9,000	-	-		27,000	-	-
2,403	-	3,601	-	-	-	-	-		6,004	-	-
2,408	3,883	865,263	4,945	14,336	-	-	-		890,835	-	-
<b>55,590</b>	<b>228,290</b>	<b>1,057,757</b>	<b>426,845</b>	<b>237,548</b>	<b>11,020</b>	<b>38,103</b>	-		<b>2,058,827</b>	<b>188,453</b>	<b>14,397</b>
20,785	31,592	17,001	29,532	26,892	21,094	-	-		149,752	837	13,049
31,589	21,227	27,604	20,062	9,439	30,349	1,931	-		150,951	2,843	22,868
3,155	-	-	-	-	-	-	-		3,155	-	-
2,034	254	904	2,583	1,056	1,125	-	-		9,219	-	11,948
-	-	-	-	-	-	-	-		-	-	-
3,519	736	4,844	3,876	2,541	850	-	-		16,454	1,123	1,346
40,281	44,685	42,418	44,765	56,524	4,438	-	-		233,112	-	1,899
(28,676)	-	-	-	(92,006)	-	-	-		(120,682)	-	-
-	-	-	-	-	-	-	-		-	-	-
498	-	-	-	216	-	-	-		714	-	1,005
1,556	64	173	433	37	-	-	-		2,336	3,724	-
-	-	-	-	-	-	-	-		-	-	-
-	-	-	-	-	-	-	-		-	800	611
-	2,702	-	835	1,203	943	-	-		5,682	-	1,192
-	-	1,495	-	-	-	-	-		2,751	-	-
1,690	1,688	1,688	1,690	1,690	814	-	-		9,260	-	1,441
-	-	-	-	-	-	-	-		-	-	-
-	1,036	-	-	-	-	-	-		1,998	-	-
750	300	2,416	1,290	(3,886)	225	-	-		1,270	2,275	909
231	2,180	1,118	260	1,600	306	-	-		5,695	1,335	4,054
4,437	697	4,334	3,692	4,379	3,095	-	-		20,633	-	-
-	-	-	-	-	-	-	-		-	-	-
5,101	22,720	5,268	7,365	4,536	-	-	-		44,990	2,281	5,038
6,323	128	9,031	18,946	37,689	13,146	-	-		88,388	603	4,575
-	2,518	-	839	1,679	-	-	-		5,875	-	-
5,935	7,120	4,945	7,569	906	4,399	-	-		30,875	-	329
<b>99,206</b>	<b>139,647</b>	<b>123,239</b>	<b>143,738</b>	<b>54,493</b>	<b>80,785</b>	<b>1,931</b>	-		<b>662,426</b>	<b>15,821</b>	<b>70,266</b>
<b>745,581</b>	<b>940,700</b>	<b>1,749,849</b>	<b>1,169,475</b>	<b>715,701</b>	<b>192,364</b>	<b>41,108</b>	-		<b>6,036,000</b>	<b>529,739</b>	<b>481,436</b>
<b>55,828</b>	<b>98,432</b>	<b>81,988</b>	<b>68,967</b>	<b>124,610</b>	<b>41,410</b>	-	-		<b>471,235</b>	-	-
<b>801,409</b>	<b>1,039,132</b>	<b>1,831,837</b>	<b>1,238,443</b>	<b>840,311</b>	<b>233,774</b>	<b>41,108</b>	-		<b>6,507,234</b>	<b>529,739</b>	<b>481,436</b>
<b>48,831</b>	<b>70,000</b>	<b>168,325</b>	<b>100,000</b>	<b>225,000</b>	<b>155,000</b>	-	-		<b>829,156</b>	<b>150,000</b>	<b>219,000</b>

6	5	6	7	8	9	
Actual Sep-16	Actual Oct-16	Actual Nov-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
266,526	277,261	314,452	2,932,113	3,318,309	386,196	88%
31,503	35,064	41,349	424,201	555,975	131,774	76%
<b>298,028</b>	<b>312,325</b>	<b>355,801</b>	<b>3,356,314</b>	<b>3,874,284</b>	<b>517,970</b>	<b>87%</b>
<b>170,423</b>	<b>183,772</b>	<b>216,017</b>	<b>2,054,482</b>	<b>2,680,138</b>	<b>625,656</b>	<b>2,054,482</b>
3,270	3,521	2,107	31,906	55,620	23,714	57%
-	1,479	766	37,161	50,000	12,839	74%
406	600	42,000	120,864	136,370	15,506	89%
365	66	-	3,225	5,237	2,012	62%
34	21	-	55	2,128	2,073	3%
1,703	1,171	463	19,865	26,955	7,090	74%
-	-	-	4,522	10,000	5,478	45%
1,655	83	74	4,743	8,329	3,586	57%
<b>7,433</b>	<b>6,942</b>	<b>45,411</b>	<b>222,341</b>	<b>294,639</b>	<b>72,298</b>	<b>75%</b>
-	-	-	-	-	-	-
1,563	1,723	3,251	38,496	62,182	23,686	62%
-	-	-	-	-	-	-
-	-	-	-	(254,816)	(254,816)	0%
3,411	4,362	-	37,421	40,800	3,379	92%
-	3,750	-	7,350	4,000	(3,350)	184%
-	-	-	6,900	7,200	300	96%
540	1,500	-	10,515	9,700	(815)	108%
-	289,645	-	1,311,823	2,081,154	769,331	63%
-	-	-	-	8,000	8,000	0%
-	18,920	6,108	64,134	74,823	10,689	86%
-	28,800	28,800	149,400	183,600	34,200	81%
-	-	-	26,775	54,000	27,225	50%
7,875	8,325	9,000	85,725	108,000	22,275	79%
214	-	-	17,087	37,565	20,478	45%
-	9,000	4,500	40,500	54,000	13,500	75%
5,019	-	1,007	12,029	19,625	7,596	61%
510,154	635,819	1,106,651	3,143,459	4,257,435	1,113,976	74%
<b>528,775</b>	<b>1,001,844</b>	<b>1,159,317</b>	<b>4,951,613</b>	<b>6,747,268</b>	<b>1,795,655</b>	<b>73%</b>
24,328	38,503	30,313	256,783	312,000	55,217	82%
15,675	16,599	8,433	217,367	261,670	44,303	83%
-	-	-	3,155	3,300	146	96%
1,944	315	3,079	26,505	30,000	3,495	88%
-	-	-	-	-	-	-
1,864	2,437	1,767	24,991	43,410	18,419	58%
2,517	33,400	34,010	304,938	493,500	188,562	62%
-	-	(26,562)	(147,244)	(281,660)	(134,416)	52%
-	-	6,007	6,007	6,000	(7)	100%
-	-	-	1,719	2,100	381	82%
-	-	-	6,059	6,400	341	95%
1,748	206	-	1,954	2,900	946	67%
-	2,747	266	4,424	7,100	2,676	62%
1,957	83	-	8,915	11,500	2,585	78%
-	-	-	2,751	3,600	849	76%
1,441	1,443	1,445	15,029	27,500	12,471	55%
-	-	-	-	300	300	0%
1,332	-	-	3,330	3,400	70	98%
4,588	1,627	126	10,795	11,000	205	98%
3,448	1,706	8,220	24,459	23,298	(1,161)	105%
5,302	3,274	2,116	31,324	44,900	13,576	70%
-	-	-	-	500	500	0%
-	4,223	21,530	78,063	117,000	38,937	67%
9,798	11,137	3,140	117,641	127,000	9,359	93%
2,518	-	1,679	10,072	11,200	1,128	90%
-	26,240	(8,413)	49,031	303,790	254,759	16%
<b>78,459</b>	<b>143,940</b>	<b>87,155</b>	<b>1,058,066</b>	<b>1,571,708</b>	<b>513,642</b>	<b>67%</b>
<b>1,083,118</b>	<b>1,648,822</b>	<b>1,863,701</b>	<b>11,642,816</b>	<b>15,168,037</b>	<b>3,525,221</b>	<b>77%</b>
-	<b>173,613</b>	<b>57,287</b>	<b>702,134</b>	<b>801,975</b>	<b>99,841</b>	<b>88%</b>
<b>1,083,118</b>	<b>1,822,435</b>	<b>1,920,988</b>	<b>12,344,951</b>	<b>15,970,012</b>	<b>3,625,061</b>	<b>77%</b>
<b>550,000</b>	<b>610,000</b>	<b>985,000</b>	<b>3,343,156</b>	<b>3,992,503</b>	<b>649,347</b>	<b>84%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2016 EARLY HEAD START PROGRAM**  
November 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 396,570	\$ 589,013	\$ 192,443	67%
<b>b. FRINGE BENEFITS</b>	242,976	400,660	157,684	61%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	25,453	25,000	(453)	102%
<b>f. CONTRACTUAL</b>	2,464,125	2,280,836	(183,289)	108%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	41,374	94,618	53,244	44%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 3,170,497	\$ 3,390,127	\$ 219,630	94%
<b>j. INDIRECT COSTS</b>	96,202	114,203	18,001	84%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 3,266,699</b>	<b>\$ 3,504,330</b>	<b>\$ 237,631</b>	<b>93%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 783,565</i>	<i>\$ 876,083</i>	<i>\$ 92,518</i>	<i>89%</i>

CONDADO DE CONTRA COSTA  
 DIVISION DE SERVICIOS COMUNITARIOS  
**2016 PROGRAMA DE HEAD START TEMPRANO**  
 Noviembre 2016 desembolso

1	2	3	4	5	6	7	8
	Jan-16 thru Mar-16	Apr-16 thru Jun-16	Jul-16 thru Sep-16	Actual Oct-16	Actual Nov-16	Total YTD Actual	Total Budget
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	98,938	90,743	99,060	41,928	27,498	358,167	503,664
Temporary 1013	15,135	9,592	7,439	2,907	3,331	38,403	85,349
<b>a. PERSONAL (Clasificación de objeto 6a)</b>	<b>114,072</b>	<b>100,335</b>	<b>106,499</b>	<b>44,835</b>	<b>30,829</b>	<b>396,570</b>	<b>589,013</b>
<b>b. BENEFICIOS SUPLEMENTARIOS (Clasificación de objeto 6b)</b>	<b>67,224</b>	<b>65,566</b>	<b>65,278</b>	<b>24,874</b>	<b>20,034</b>	<b>242,976</b>	<b>400,660</b>
<b>e. ARTICULOS (Clasificación de objeto 6e)</b>							
1. Articulos de Oficina	209	503	388	235	77	1,411	1,600
2. Articulos de Home Base para EHS	1	3,019	-	23	1	3,044	3,200
4. Articulos Misceláneos	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Computer Replacen	4,198	12,916	-	-	-	17,114	16,200
Health/Safety Supplies	2,226	-	85	58	490	2,859	2,900
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	-
Miscellaneous Supplies	-	482	65	92	113	752	800
Household Supplies	62	163	30	-	17	272	300
<b>TOTAL DE ARTICULOS (Clasificación de objeto 6e)</b>	<b>6,697</b>	<b>17,082</b>	<b>569</b>	<b>408</b>	<b>697</b>	<b>25,453</b>	<b>25,000</b>
<b>f. CONTRATOS (Clasificación de objeto 6f)</b>							
1. Servicios Administrativos (e.j., Legal, Contabilidad, Contratos)	-	-	-	-	-	-	100
2. Servicios de Salud/Inhabilidad	-	-	-	-	-	-	-
Health Consultant	4,822	4,637	5,084	1,870	-	16,412	19,200
3. Servicios de Comida	-	-	-	-	32	32	100
5. Entrenamiento y Asistencia Técnica	-	-	-	-	-	-	-
Interaction	-	3,600	-	-	-	3,600	8,600
Josephine Lee (\$35,000/2)	2,295	4,500	540	1,500	-	8,835	9,200
8. Otros Contratos	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	19,600	-	14,700	4,900	49,000	58,800
FB-E. Leland/Mercy Housing Partnership	11,200	28,000	-	16,800	-	56,000	67,200
Apiranet	46,800	94,400	-	97,200	32,400	270,800	335,600
Brighter Beginnings	8,000	32,000	8,000	-	-	48,000	48,000
Cameron School	8,400	11,550	-	-	-	19,950	19,950
Crossroads	-	63,000	-	14,000	-	77,000	105,400
Martinez ECC	11,200	22,400	10,500	5,600	5,600	55,300	67,200
Child Outcome Planning & Admini. (COPA/Nulinx)	405	608	1,121	-	226	2,360	3,000
Enhancement/wrap-around HS slots with State CD Prog.	343,312	765,850	353,198	206,452	188,023	1,856,836	1,538,486
<b>f. TOTAL DE CONTRATOS (6f)</b>	<b>446,234</b>	<b>1,050,145</b>	<b>378,443</b>	<b>358,121</b>	<b>231,181</b>	<b>2,464,125</b>	<b>2,280,836</b>
<b>h. MISCELÁNEO (Clasificación de objeto 6h)</b>							
2. Costo de Ocupación del Edificio/Renta	493	(245)	205	166	266	885	3,200
Costo de Ocupación del Edificio/Renta	-	(1)	-	-	-	(1)	-
4. Utilidades, Teléfono	512	2,329	535	497	263	4,136	3,900
6. Conservación/Reparación Requeridos de Edificios	25	129	94	38	328	614	700
8. Viajes Locales	630	2,378	476	564	79	4,127	6,800
9. Servicios Nutritivos	-	-	-	108	-	108	200
(Reembolso de CCFP & USDA)	-	(7)	-	-	-	(7)	-
13. Servicios de Padres	-	-	-	-	-	-	-
Registración de Conferencias para Padres (Sch 6.H)	-	-	-	-	3,469	3,469	4,000
Materiales de Traducción	-	-	-	-	-	-	-
Talleres / Materiales para Alfabetismo	386	1	-	267	-	654	1,838
Recursos para Padres, Libros del Ser Padre , Videos	-	-	775	-	-	775	3,000
Apreciación de Padres-placas,broches,certificados,comida	-	-	100	-	-	100	3,200
Reembolso para el cuidado de niños/Millas	334	414	330	-	-	1,078	1,900
14. Servicios de Contabilidad y Legal	-	-	-	-	-	-	-
Auditor Controllers	-	-	-	-	-	-	-
Data Processing/Other Services & Supplies	570	978	643	324	324	2,839	3,000
15. Publicaciones/Anuncios/Imprenta	-	-	-	-	-	-	-
16. Entrenamiento y Desarrollo de Empleados	-	-	-	-	-	-	-
Agency Memberships (CCDAA, Meeting Fees, NHSA, NAE)	1,442	254	2,364	16	3	4,079	9,000
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	165	2,556	165	74	4,349	7,309	31,106
17. Misceláneo	-	-	-	-	-	-	-
Site Security Guards	-	-	-	-	-	-	2,000
Vehicle Operating/Maintenance & Repair	1,202	3,020	457	293	2,819	7,790	9,600
Equipment Maintenance Repair & Rental	38	303	238	64	73	716	2,800
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other admin)	765	775	-	2,532	(1,559)	2,513	8,174
Other Departmental Expenses	-	189	-	-	-	189	200
<b>TOTAL DE MISCELÁNEO (6h)</b>	<b>6,562</b>	<b>13,072</b>	<b>6,383</b>	<b>4,942</b>	<b>10,414</b>	<b>41,374</b>	<b>94,618</b>
<b>I. TOTAL DE CARGOS DIRECTOS</b>	<b>640,789</b>	<b>1,246,200</b>	<b>557,171</b>	<b>433,180</b>	<b>293,156</b>	<b>3,170,497</b>	<b>3,390,127</b>
<b>j. CARGOS INDIRECTOS</b>	<b>22,297</b>	<b>39,235</b>	<b>-</b>	<b>26,168</b>	<b>8,501</b>	<b>96,202</b>	<b>114,203</b>
<b>k. TOTAL - CATEGORÍAS DEL PRESUPUESTO</b>	<b>663,087</b>	<b>1,285,435</b>	<b>557,171</b>	<b>459,348</b>	<b>301,658</b>	<b>3,266,699</b>	<b>3,504,330</b>
<b>Donación de mercancías y servicios (In- Kind)</b>	<b>36,000</b>	<b>176,565</b>	<b>301,000</b>	<b>150,000</b>	<b>120,000</b>	<b>783,565</b>	<b>876,083</b>

9	10
Remaining Budget	% YTD
145,497	71%
46,946	45%
<b>192,443</b>	<b>67%</b>
<b>157,684</b>	<b>61%</b>
189	88%
156	95%
-	
(914)	106%
41	99%
-	
48	94%
28	91%
<b>(453)</b>	<b>102%</b>
100	0%
2,788	85%
68	32%
5,000	42%
365	96%
-	
9,800	83%
11,200	83%
64,800	81%
-	100%
-	100%
28,400	73%
11,900	82%
640	79%
(318,350)	121%
<b>(183,289)</b>	<b>108%</b>
2,315	28%
1	
(236)	106%
86	88%
2,673	61%
92	
7	
531	87%
-	
1,184	36%
2,225	26%
3,100	3%
822	57%
-	
161	95%
-	
4,921	45%
23,797	23%
2,000	0%
1,810	81%
2,084	26%
-	
5,661	31%
11	94%
<b>53,244</b>	<b>44%</b>
<b>219,630</b>	<b>94%</b>
<b>18,001</b>	<b>84%</b>
<b>237,631</b>	<b>93%</b>
<b>92,518</b>	<b>89%</b>

**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
2016 EARLY HEAD START PROGRAM  
November 2016 Expenditures**

1	2	3	4	5	6	7	8	9	10
	Jan-16 thru Mar-16	Apr-16 thru Jun-16	Jul-16 thru Sep-16	Actual Oct-16	Actual Nov-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>									
<b>a. Salaries &amp; Wages (Object Class 6a)</b>									
Permanent 1011	98,938	90,743	99,060	41,928	27,498	358,167	503,664	145,497	71%
Temporary 1013	15,135	9,592	7,439	2,907	3,331	38,403	85,349	46,946	45%
<b>a. PERSONNEL (Object class 6a)</b>	<b>114,072</b>	<b>100,335</b>	<b>106,499</b>	<b>44,835</b>	<b>30,829</b>	<b>396,570</b>	<b>589,013</b>	<b>192,443</b>	<b>67%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>67,224</b>	<b>65,566</b>	<b>65,278</b>	<b>24,874</b>	<b>20,034</b>	<b>242,976</b>	<b>400,660</b>	<b>157,684</b>	<b>61%</b>
<b>e. SUPPLIES (Object Class 6e)</b>									
1. Office Supplies	209	503	388	235	77	1,411	1,600	189	88%
2. Child and Family Serv. Supplies/classroom Sup	1	3,019	-	23	1	3,044	3,200	156	95%
4. Other Supplies	-	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Comp	4,198	12,916	-	-	-	17,114	16,200	(914)	106%
Health/Safety Supplies	2,226	-	85	58	490	2,859	2,900	41	99%
Miscellaneous Supplies	-	482	65	92	113	752	800	48	94%
Household Supplies	62	163	30	-	17	272	300	28	91%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>6,697</b>	<b>17,082</b>	<b>569</b>	<b>408</b>	<b>697</b>	<b>25,453</b>	<b>25,000</b>	<b>(453)</b>	<b>102%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>									
1. Adm Svcs ( Legal, Accounting, Temporary Con	-	-	-	-	-	-	100	100	0%
2. Health/Disabilities Services	-	-	-	-	-	-	-	-	-
Health Consultant	4,822	4,637	5,084	1,870	-	16,412	19,200	2,788	85%
3. Food Services	-	-	-	-	32	32	100	68	32%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	-	-
Interaction	-	3,600	-	-	-	3,600	8,600	5,000	42%
Josephine Lee (\$35,000/2)	2,295	4,500	540	1,500	-	8,835	9,200	365	96%
8. Other Contracts	-	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	19,600	-	14,700	4,900	49,000	58,800	9,800	83%
FB-E. Leland/Mercy Housing Partnership	11,200	28,000	-	16,800	-	56,000	67,200	11,200	83%
Apiranet	46,800	94,400	-	97,200	32,400	270,800	335,600	64,800	81%
Brighter Beginnings	8,000	32,000	8,000	-	-	48,000	48,000	-	100%
Cameron School	8,400	11,550	-	-	-	19,950	19,950	-	100%
Crossroads	-	63,000	-	14,000	-	77,000	105,400	28,400	73%
Martinez ECC	11,200	22,400	10,500	5,600	5,600	55,300	67,200	11,900	82%
Child Outcome Planning & Admini. (COPA/Nuli	405	608	1,121	-	226	2,360	3,000	640	79%
Enhancement/wrap-around HS slots with State	343,312	765,850	353,198	206,452	188,023	1,856,836	1,538,486	(318,350)	121%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>446,234</b>	<b>1,050,145</b>	<b>378,443</b>	<b>358,121</b>	<b>231,181</b>	<b>2,464,125</b>	<b>2,280,836</b>	<b>(183,289)</b>	<b>108%</b>
<b>h. OTHER (Object Class 6h)</b>									
2. Bldg Occupancy Costs/Rents & Leases	493	(245)	205	166	266	885	3,200	2,315	28%
(Rents & Leases/Other Income)	-	(1)	-	-	-	(1)	-	1	-
4. Utilities, Telephone	512	2,329	535	497	263	4,136	3,900	(236)	106%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupan	25	129	94	38	328	614	700	86	88%
8. Local Travel (55.5 cents per mile)	630	2,378	476	564	79	4,127	6,800	2,673	61%
9. Nutrition Services	-	-	-	108	-	108	200	92	54%
(CCFP & USDA Reimbursements)	-	(7)	-	-	-	(7)	-	7	-
13. Parent Services	-	-	-	-	-	-	-	-	-
Parent Conference Registration - PA11	-	-	-	-	3,469	3,469	4,000	531	87%
Parent Resources (Parenting Books, Videos, r	-	-	-	-	-	-	-	-	-
PC Orientation, Trainings, Materials & Transla	386	1	-	267	-	654	1,838	1,184	36%
Policy Council Activities	-	-	775	-	-	775	3,000	2,225	26%
Parent Activities (Sites, PC, BOS luncheon) &	-	-	100	-	-	100	3,200	3,100	3%
Child Care/Mileage Reimbursement	334	414	330	-	-	1,078	1,900	822	57%
14. Accounting & Legal Services	-	-	-	-	-	-	-	-	-
Data Processing/Other Services & Supplies	570	978	643	324	324	2,839	3,000	161	95%
16. Training or Staff Development	-	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees	1,442	254	2,364	16	3	4,079	9,000	4,921	45%
Staff Trainings/Dev. Conf. Registrations/Mem	165	2,556	165	74	4,349	7,309	31,106	23,797	23%
17. Other	-	-	-	-	-	-	-	-	-
Site Security Guards	-	-	-	-	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	1,202	3,020	457	293	2,819	7,790	9,600	1,810	81%
Equipment Maintenance Repair & Rental	38	303	238	64	73	716	2,800	2,084	26%
Dept. of Health and Human Services-data Basi	-	-	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other	765	775	-	2,532	(1,559)	2,513	8,174	5,661	31%
Other Departmental Expenses	-	189	-	-	-	189	200	11	-
<b>h. OTHER (6h)</b>	<b>6,562</b>	<b>13,072</b>	<b>6,383</b>	<b>4,942</b>	<b>10,414</b>	<b>41,374</b>	<b>94,618</b>	<b>53,244</b>	<b>44%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>640,789</b>	<b>1,246,200</b>	<b>557,171</b>	<b>433,180</b>	<b>293,156</b>	<b>3,170,497</b>	<b>3,390,127</b>	<b>219,630</b>	<b>94%</b>
<b>j. INDIRECT COSTS</b>	<b>22,297</b>	<b>39,235</b>	<b>-</b>	<b>26,168</b>	<b>8,501</b>	<b>96,202</b>	<b>114,203</b>	<b>18,001</b>	<b>84%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>663,087</b>	<b>1,285,435</b>	<b>557,171</b>	<b>459,348</b>	<b>301,658</b>	<b>3,266,699</b>	<b>3,504,330</b>	<b>237,631</b>	<b>93%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>36,000</b>	<b>176,565</b>	<b>301,000</b>	<b>150,000</b>	<b>120,000</b>	<b>783,565</b>	<b>876,083</b>	<b>92,518</b>	<b>89%</b>

**COMMUNITY SERVICES BUREAU**

**SUMMARY CREDIT CARD EXPENDITURE**

**A - 4**

<b>Agency: Community Services Bureau</b>	<u>Authorized Users</u>	
	C. Rand, Bureau Dir	xxxx8798
<b>Month: November 2016</b>	K. Mason, Div Mgr	xxxx2364
	C. Reich, Div Mgr	xxxx4959
<b>Credit Card: Visa/U.S. Bank</b>	C. Johnson, AD	xxx0220
	J. Rowley, AD	xxxx2391
	P. Arrington, AD	xxxx3838
	R. Radeva, PSA III	xxxx1899
	S. Kim, Interim Div Mgr	xxxx1907
	I. Renggenathen	xxxx2423

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2100	11/22/16	xxxx1907	2,660.91	HS Basic Grant	Office Exp
2100	11/22/16	xxxx8798	262.43	HS Basic Grant	Office Exp
			<b>2,923.34</b>		
2102	11/22/16	xxxx4959	52.01	Com Svc Block Grant	Books, Periodicals
2102	11/22/16	xxxx4959	52.18	HS Parent Services	Books, Periodicals
2102	11/22/16	xxxx4959	52.01	EHS Parent Services	Books, Periodicals
			<b>156.20</b>		
2200	11/22/16	xxxx4959	107.91	HS Basic Grant	Membership
2200	11/22/16	xxxx1907	107.91	Indirect Admin Costs	Membership
			<b>215.82</b>		
2300	11/22/16	xxxx4959	285.96	HS Parent Services	Transportation & Travel
2300	11/22/16	xxxx4959	140.84	EHS Parent Services	Transportation & Travel
2300	11/22/16	xxxx2364	1,128.08	HS Parent Services	Transportation & Travel
2300	11/22/16	xxxx2364	555.62	EHS Parent Services	Transportation & Travel
			<b>2,110.50</b>		
2303	11/22/16	xxxx4959	144.56	Head Start T & TA	Other Travel Employees
2303	11/22/16	xxxx4959	36.14	EHS T & TA	Other Travel Employees
2303	11/22/16	xxxx1907	2,416.96	Indirect Admin Costs	Other Travel Employees
2303	11/22/16	xxxx1907	(382.74)	Operations (C2AP)	Other Travel Employees
2303	11/22/16	xxxx2364	421.06	HS Parent Services	Other Travel Employees
2303	11/22/16	xxxx2364	207.39	EHS Parent Services	Other Travel Employees
2303	11/22/16	xxxx1899	921.60	HS Parent Services	Other Travel Employees
2303	11/22/16	xxxx1899	1,048.36	Indirect Admin Costs	Other Travel Employees
			<b>4,813.33</b>		
2467	11/22/16	xxxx4959	105.00	HS Basic Grant	Training & Registration
2467	11/22/16	xxxx4959	45.00	EHS Basis Grant	Training & Registration
2467	11/22/16	xxxx2423	300.00	Brookside Site Costs	Training & Registration
2467	11/22/16	xxxx8798	60.00	Child Care Svs Program	Training & Registration
			<b>510.00</b>		
2490	11/22/16	xxxx1907	58.71	Brookside Site Costs	Misc Services/Supplies
2490	11/22/16	xxxx8798	81.75	HS Basic Grant	Misc Services/Supplies
2490	11/22/16	xxxx1899	638.00	Indirect Admin Costs	Misc Services/Supplies
			<b>778.46</b>		
		<b>Total</b>	<b>11,507.65</b>		

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
November 2016 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 129,583	\$ 291,503	\$ 161,920	44%
<b>b. FRINGE BENEFITS</b>	88,385	203,871	115,486	43%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	5,374	4,800	(574)	112%
<b>f. CONTRACTUAL</b>	75,763	784,000	708,237	10%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	14,395	56,699	42,304	25%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 313,500	\$ 1,340,873	\$ 1,027,373	23%
<b>j. INDIRECT COSTS</b>	65,890	60,956	(4,934)	108%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<u>\$ 379,390</u>	<u>\$ 1,401,829</u>	<u>\$ 1,022,439</u>	<u>27%</u>
<i>In-Kind (Non-Federal Share)</i>	<u>\$ 86,000</u>	<u>\$ 270,207</u>	<u>\$ 184,207</u>	<u>32%</u>



CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
November 2016 Expenditures

1	2	3	4	5	6	7	8
	Jul-16 thru Sep-16	Actual Oct-16	Actual Nov-16	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	104,323	27,262	(2,002)	129,583	283,513	153,930	46%
Temporary 1013	10,721	-	(10,721)	0	7,990	7,990	
<b>a. PERSONNEL (Object class 6a)</b>	<b>115,045</b>	<b>27,262</b>	<b>(12,724)</b>	<b>129,583</b>	<b>291,503</b>	<b>161,920</b>	<b>44%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>							
Fringe Benefits	69,297	18,636	453	88,385	203,871	115,486	43%
<b>b. FRINGE (Object Class 6b)</b>	<b>69,297</b>	<b>18,636</b>	<b>453</b>	<b>88,385</b>	<b>203,871</b>	<b>115,486</b>	<b>43%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	41	576	255	872	300	(572)	291%
2. Child and Family Serv. Supplies/classroom Supplies	3,746	-	-	3,746	2,700	(1,046)	139%
4. Other Supplies	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Comp Replacemnt	544	-	-	544	1,200	656	45%
Health/Safety Supplies	-	-	-	-	-	-	
Miscellaneous Supplies	101	44	-	145	200	55	73%
Household Supplies	50	8	7	66	400	334	16%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>4,482</b>	<b>629</b>	<b>263</b>	<b>5,374</b>	<b>4,800</b>	<b>(574)</b>	<b>112%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	-	-	10,000	10,000	0%
8. Other Contracts	-	-	-	-	-	-	
Contra Costa Child Care Council	(4,979)	43,500	-	38,521	318,050	279,529	12%
First Baptist (20 slots x \$450)	-	27,480	9,160	36,640	142,950	106,310	26%
Child Outcome Planning and Administration (COPA/Nulinx)	501	-	100	601	2,000	1,399	30%
Carryover	-	42,000	(42,000)	-	288,000	288,000	0%
Loss of Subsidy	-	-	-	-	23,000	23,000	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>(4,477)</b>	<b>112,980</b>	<b>(32,740)</b>	<b>75,763</b>	<b>784,000</b>	<b>708,237</b>	<b>10%</b>
<b>h. OTHER (Object Class 6h)</b>							
2. Bldg Occupancy Costs/Rents & Leases	125	(12)	-	113	1,800	1,687	6%
4. Utilities, Telephone	534	352	128	1,013	4,000	2,987	25%
5. Building and Child Liability Insurance	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	201	35	144	379	1,400	1,021	27%
8. Local Travel (54 cents per mile)	823	352	4	1,179	4,200	3,021	28%
13. Parent Services	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	70	-	-	70	1,000	930	7%
Child Care/Mileage Reimbursement	-	-	-	-	-	-	0%
14. Accounting & Legal Services	-	-	-	-	-	-	
Audit	-	-	-	-	-	-	
Legal (County Counsel)	-	-	-	-	1,000	1,000	0%
Auditor Controllers	-	-	-	-	2,000	2,000	0%
Data Processing/Other Services & Supplies	288	144	144	576	1,000	424	58%
15. Publications/Advertising/Printing	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	400	400	
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	-	-	
16. Training or Staff Development	-	-	-	-	-	-	
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	8,793	7	268	9,068	25,907	16,839	35%
17. Other	-	-	-	-	-	-	
Vehicle Operating/Maintenance & Repair	-	-	-	-	4,000	4,000	0%
Equipment Maintenance Repair & Rental	1,417	435	146	1,997	3,000	1,003	67%
Other Operating Expenses (Facs Admin/Other admin)	(0)	(0)	0	(0)	6,992	6,992	0%
<b>h. OTHER (6h)</b>	<b>12,250</b>	<b>1,312</b>	<b>833</b>	<b>14,395</b>	<b>56,699</b>	<b>42,304</b>	<b>25%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>196,596</b>	<b>160,819</b>	<b>(43,915)</b>	<b>313,500</b>	<b>1,340,873</b>	<b>1,027,373</b>	<b>23%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>56,058</b>	<b>9,833</b>	<b>65,890</b>	<b>60,956</b>	<b>(4,934)</b>	<b>108%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>196,596</b>	<b>216,877</b>	<b>(34,082)</b>	<b>379,390</b>	<b>1,401,829</b>	<b>1,022,439</b>	<b>1</b>
<i>Non-federal Match In-Kind</i>	<i>5,000</i>	<i>35,000</i>	<i>46,000</i>	<i>86,000</i>	<i>270,207</i>	<i>184,207</i>	<i>32%</i>

EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2016-2017

Month covered	2016 October
Approved sites operated this month	15
Number of days meals served this month	21
Average daily participation	835
<b>Child Care Center Meals Served:</b>	
Breakfast	13,748
Lunch	17,535
Supplements	12,616
Total Number of Meals Served	<u>43,899</u>

**CAO Monthly Report  
CSBG and Weatherization Programs  
Year-to-Date Expenditures  
As of November 30, 2016**

**1. 2016 LIHEAP WX**

Contract # 16B-4005  
Term: Jan. 1, 2016 - Jan. 31, 2017  
Amount: WX \$ 1,027,911

Total Contract	\$ 1,027,911
Expenditures	(455,984)
Balance	<u>\$ 571,927</u>
Expended	44%

**2. 2016 LIHEAP ECIP/EHA 16**

Contract # 16B-4005  
Term: Jan. 1, 2016 - Jan. 31, 2017  
Amount: EHA 16 \$ 925,094

Total Contract	\$ 925,094
Expenditures	(719,779)
Balance	<u>\$ 205,315</u>
Expended	78%

**3. 2015 LIWP (LOW INCOME WX)**

Contract # 15K-6003  
Term: Jan 1, 2015 - Dec 31, 2016  
Amount: \$ 287,657

Total Contract	\$ 287,657
Expenditures	(270,006)
Balance	<u>\$ 17,651</u>
Expended	94%

**4. 2016 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 16F-5007  
Term: Jan. 1, 2016 - December 31, 2016  
Amount: \$ 846,479

Total Contract	\$ 846,479
Expenditures	(585,575)
Balance	<u>\$ 260,904</u>
Expended	69%

# DECEMBER 2016 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

## ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK

\*Indicates vegetable included in main dish

WATER IS OFFERED THROUGHOUT THE DAY



<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% LOW-FAT MILK</b></p> <p>*Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>				<p><b>1</b> <u>BREAKFAST</u> PINEAPPLE TIDBITS WHOLE WHEAT BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>BAJA BEAN WRAP</b> (refried beans &amp; chunky salsa) JICAMA STICKS WITH CHILI FRESH TANGERINE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> WHOLE GRAIN FISH CRACKERS 1% LOW-FAT MILK</p>	<p><b>2</b> <u>BREAKFAST</u> FRESH APPLE CORN CHEX CEREAL</p> <p><u>LUNCH NUTRITION EXPERIENCE</u> <b>CHEF SALAD</b> (sliced turkey, cheese, hardboiled egg, salad greens, &amp; ranch dressing) FRESH PEAR DINNER ROLL</p> <p><u>PM SNACK</u> FRESH BANANA SUNBUTTER</p>
<p><b>5</b> <u>BREAKFAST</u> FRESH ORANGE RICE CHEX CEREAL</p> <p><u>LUNCH</u> <b>*VEGGIE SKETTI</b> (diced zucchini, mushrooms, tomatoes, &amp; bell peppers with whole wheat spaghetti) CHEDDAR CHEESE CUBES FRESH KIWI SLICES</p> <p><u>PM SNACK</u> GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p><b>6</b> <u>BREAKFAST</u> FRESH APPLE KIX CEREAL</p> <p><u>LUNCH</u> <b>*DAFA DUKA(NIGERIAN DISH)</b> (diced chicken, pinto beans, cabbage, tomatoes, &amp; curry powder) FRESH PEAR BROWN RICE</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> ANTS ON A LOG (celery sticks, sunbutter &amp; raisins) 1% LOW-FAT MILK</p>	<p><b>7</b> <u>BREAKFAST</u> FRESH BANANA WHOLE WHEAT BAGEL VEGGIE &amp; HERB CREAM CHEESE</p> <p><u>LUNCH</u> <b>*TACO SOUP</b> (ground turkey, tomatoes, salsa, kidney beans, &amp; corn) FRESH TANGERINE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u> COTTAGE CHEESE DICED PEACHES</p>	<p><b>8</b> <u>BREAKFAST</u> FRESH ORANGE CINNAMON RAISIN OATMEAL</p> <p><u>LUNCH</u> <b>CHICKEN CURRY SALAD</b> SPINACH &amp; LETTUCE MIXTURE ITALIAN DRESSING FRESH APPLE SLICES PITA BREAD</p> <p><u>PM SNACK</u> PIMENTO CHEESE WHEAT CRACKERS</p>	<p><b>9</b> <u>BREAKFAST</u> FRESH BANANA BRAN CEREAL</p> <p><u>LUNCH</u> <b>EGG SALAD</b> BABY CARROTS (NO DRESSING) FRESH KIWI WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> MANGO SALSA CORN TORTILLA CHIPS</p>	
<p><b>12</b> <u>BREAKFAST</u> FRESH APPLE CORN CHEX CEREAL</p> <p><u>LUNCH</u> <b>*VEGETABLE CHILI</b> (kidney bean, bulgur wheat, &amp; tomatoes), FRESH PEAR WHOLE GRAIN CRACKERS</p> <p><u>PM SNACK</u> ANIMAL CRACKERS 1% LOW-FAT MILK</p>	<p><b>13</b> <u>BREAKFAST</u> PINEAPPLE CUBES BRAN CEREAL</p> <p><u>LUNCH</u> <b>CHICKEN CHILAQUILES</b> (diced chicken, enchilada sauce, cheese, &amp; green chilies with corn tortilla chips) SPRING SALAD MIX WITH ITALIAN DRESSING FRESH TANGERINE</p> <p><u>PM SNACK</u> BLUEBERRIES &amp; STRAWBERRIES LOW-FAT PLAIN YOGURT GRANOLA</p>	<p><b>14</b> <u>BREAKFAST</u> FRESH BANANA RAISIN BREAD</p> <p><u>LUNCH</u> <b>BBQ CHICKEN SANDWICH</b> (diced chicken &amp; tomato paste) COLESLAW (Mayo Base) MANGO CHUNKS WHOLE GRAIN HAMBURGER BUN</p> <p><u>PM SNACK</u> LETS GO FISHING MIX (crispix, gold fish crackers, cheese crackers, &amp; pretzel sticks) 1% LOW-FAT MILK</p>	<p><b>15</b> <u>BREAKFAST</u> DICED PEACHES WHOLE WHEAT ENGLISH MUFFIN SUNBUTTER</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>VEGETABLE BEAN BURRITO</b> (refried beans &amp; pico de gallo) SHREDDED LETTUCE &amp; CARROTS FRESH ORANGE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> BUG BITE GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p><b>16</b> <u>BREAKFAST</u> FRESH BANANA WHOLE WHEAT CINNAMON BUN</p> <p><u>LUNCH</u> <b>TUNA SALAD</b> (tuna, eggs, mayo, relish, celery, &amp; onions) TANGY COLESLAW (green &amp; red cabbage, carrots, &amp; apple cider vinegar) FRESH APPLE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> CHEDDAR CHEESE WHEAT THIN CRACKERS</p>	
<p><b>19</b> <u>BREAKFAST</u> FRESH PEAR RICE CHEX CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>SUNBUTTER PINWHEELS</b> COTTAGE CHEESE &amp; PINEAPPLE TIDBITS BROCCOLI FLORETS RANCH DRESSING WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> SALSA CORN TORTILLA CHIPS 1% LOW-FAT MILK</p>	<p><b>20</b> <u>BREAKFAST</u> FRESH TANGERINE CHEERIOS</p> <p><u>LUNCH</u> <b>TURKEY HAM &amp; SWISS CHEESE</b> MAYO &amp; MUSTARD DRESSING GREEN LEAF LETTUCE &amp; TOMATO SLICE MANGO CHUNKS WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> FRESH BANANA SUNBUTTER</p>	<p><b>21</b> <u>BREAKFAST</u> FRESH APPLE CORNFLEAK CEREAL</p> <p><u>LUNCH</u> <b>MARINATED BLACK BEANS &amp; CORN SALAD</b> ZUCCHINI STICKS FRESH ORANGE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u> WHEAT CRACKERS STRING CHEESE</p>	<p><b>22</b> <u>BREAKFAST</u> FRESH PEAR BRAN CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>TURKEY &amp; CRANBERRY WRAP</b> (sliced turkey &amp; cranberry cream cheese) SPINACH LEAVES &amp; SHREDDED CARROTS FRESH TANGERINE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> SCOOPY DOO CINNAMON GRAHAMS 1% LOW-FAT MILK</p>	<p><b>23</b> <u>BREAKFAST</u> DICED PEACHES CINNAMON BREAD</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>*VEGGIE PITA POCKET</b> (cheese, shredded carrots, lettuce, &amp; cucumbers slices) HARD BOILED EGG FRESH APPLE PITA BREAD</p> <p><u>PM SNACK</u> FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) 1% LOW-FAT MILK</p>	
<p><b>26</b></p> <p><b>Happy Holidays</b></p>	<p><b>27</b> <u>BREAKFAST</u> FRESH ORANGE BRAN CEREAL</p> <p><u>LUNCH – NUTRITION EXPERIENCE</u> <b>SUNBUTTER &amp; BANANA WRAP</b> STRING CHEESE CELERY STICKS (NO DRESSING) FRESH BANANA WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> FRESH GREEN APPLE SLICES 1% LOW-FAT MILK</p>	<p><b>28</b> <u>BREAKFAST</u> FRESH KIWI WHOLE WHEAT CINNAMON BREAD</p> <p><u>LUNCH</u> <b>TURKEY HAM &amp; CHEESE</b> MAYO &amp; MUSTARD DRESSING BROCCOLI FLORETS RANCH DRESSING FRESH TANGERINE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> FRESH PEAR SLICES 1% LOW-FAT MILK</p>	<p><b>29</b> <u>BREAKFAST</u> FRESH BANANA CHEERIOS</p> <p><u>LUNCH</u> <b>SLICED TURKEY BREAD</b> MAYO &amp; MUSTARD DRESSING BABY CARROTS (NO DRESSING) FRESH PEAR WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> FRESH GOLDEN APPLE SLICES 1% LOW-FAT MILK</p>	<p><b>30</b> <u>BREAKFAST</u> FRESH TANGERINE RICE CHEX CEREAL</p> <p><u>LUNCH</u> <b>TURKEY PASTARMI</b> MOZZARELLA CHEESE MAYO &amp; MUSTARD DRESSING SPINACH CRANBERRY SALAD ITALIAN DRESSING FRESH RED APPLE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> FRESH KIWI 1% LOW-FAT MILK</p>	



Contra  
Costa  
County

To: Board of Supervisors  
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: January 17, 2017

Subject: Annual Report on the County's Integrated Pest Management Program

---

**RECOMMENDATION(S):**

ACCEPT the 2016 annual Integrated Pest Management Program status report.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The County Board of Supervisors adopted an Integrated Pest Management (IPM) policy in November 2002. In January of 2009, the County hired an IPM Coordinator, and in November 2009, the IPM Advisory Committee was established. The IPM Coordinator is tasked with writing an annual report on the County's IPM program, and the IPM Committee reviews the draft.

On December 8, 2016, the IPM Coordinator presented her report to the Transportation, Water and Infrastructure Committee. At the Committee's direction this report is being forwarded to the Board. Included with the report is a record of the County's responses to concerns from the public regarding the IPM Program.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Tanya Drlik, IPM Coordinator  
(925)335-3214

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

By: , Deputy

cc:

## ATTACHMENTS

A. 11-22-16 IPM Annual Report

B. 11-22-16 2000-2016 CCCPesticide Use Chart

C. 11-22-16 County Staff Responses to PfSE  
Concerns

**Contra Costa County Integrated Pest Management Advisory Committee**

**2016 Annual IPM Program Status Report**

**to the**

**Transportation, Water, and Infrastructure Committee of the Contra Costa Board of Supervisors**

**Table of Contents**

Executive Summary ..... 3

History of the IPM Advisory Committee..... 4

Background on the IPM Advisory Committee..... 4

IPM Advisory Committee Priorities for 2016..... 4

2016 Accomplishments of the IPM Advisory Committee and the IPM Coordinator ..... 5

2016 Department IPM Program Highlights and Challenges ..... 9

Pesticide Use by Contra Costa County Operations.....28

Departmental Integrated Pest Management Priorities For 2017.....32

Attachment A. Report of the Decision-Making Subcommittee .....35

Attachment B. Report of the Bed Bug Subcommittee.....49

Attachment C. Pesticide Use Reporting .....54





# **Contra Costa County Integrated Pest Management Advisory Committee**

## **2017 Annual IPM Program Status Report**

**to the**

### **Transportation, Water, and Infrastructure Committee of the Contra Costa Board of Supervisors**

#### **Executive Summary**

##### **Work of the IPM Advisory Committee**

This year, the IPM Advisory Committee explored how vertebrate pests are managed in the County and considered how to educate citizens about bed bug issues.

In 2012, the Committee developed a form for documenting pest management decisions. Since then, the Departments have been using this form to systematically document management decisions for the pests they work with. This year, the Public Works Special Districts Division developed a document for the management of rats in Livorna Park. Together, Special Districts and the Grounds Division created a document for the management of gophers in Special Districts and in County landscaping.

The IPM Committee followed the progress of California Assembly Bill 551, which prescribes the duties of landlords and tenants in the event of a bed bug infestation. The bill was signed into law by the governor in the fall. The Committee also reviewed and made recommendations on enhancing the County's bed bug web site and the educational materials housed there.

##### **Pesticide Use Reduction by County Operations**

Since FY 00-01, County operations have reduced their pesticide use by 73%. During the same time period, they have reduced their use of "Bad Actor" pesticides by 88%.

##### **Departmental IPM Programs**

The Department of Agriculture continues to concentrate its invasive weed program on contracted work for parkland and municipalities within the County.

A new species, the three-lined cockroach, has been invading County buildings. Although this cockroach was identified from the County in 2009, it is only this year that it has begun invading buildings. Unlike other cockroaches, this species does not seem to feed on human food and garbage. This makes controlling the three-lined cockroach with baits very difficult because it is not interested in the food attractants in the currently available cockroach baits. The County is exploring other tactics to reduce this pest.

Because of the drought, Argentine ants were a particular problem for the Facilities Division. The lack of food and water outdoors forced ants inside in large numbers. Pestec, the County's structural IPM Contractor, used baits coupled with education for County staff to combat the ant invasions.

The Grounds Division began installing "smart controllers" for irrigation systems in County landscaping to better manage water use during the continued drought. The Division also applied for a grant to purchase zero-emission cordless landscape maintenance equipment.

The Roadside and Flood Control Maintenance Division continues to incorporate grazing into its vegetation management program. This fiscal year the Division used goats to abate weeds on approximately 314 acres. Drought conditions continue to select for weedier and more difficult to control species along the roads and flood control channels. The extremely dry soil conditions have prevented the growth of some weeds, and without competition, the hardier weeds have more room and freedom to grow.

The Public Works Department worked with Boy Scouts to install an owl box in Livorna Park. The County no longer uses rodenticide to control rats in the park, and the Scouts distributed handouts to neighbors to inform them of the installation and warn of the danger that anticoagulant rodenticides pose to owls.

## History of the IPM Advisory Committee

From 2002 to 2009, an informal IPM Task Force met to coordinate implementation of the IPM Policy that was adopted by the Board of Supervisors in November 2002. The Integrated Pest Management (IPM) Advisory Committee, a formal body, was created by the Board of Supervisors in November 2009. This report is the seventh annual status report from the IPM Coordinator and the IPM Advisory Committee.

## Background on the IPM Advisory Committee

### Purpose of the IPM Advisory Committee

The purpose of the Committee is to:

1. Protect and enhance public health, County resources, and the environment
2. Minimize risks and maximize benefits to the general public, staff, and the environment as a result of pest control activities conducted by County staff and contractors
3. Promote a coordinated County-wide effort to implement IPM in the County in a manner that is consistent with the Board-adopted IPM Policy
4. Serve as a resource to help the Agriculture and Public Works Departments and the Board of Supervisors review and improve existing pest management programs and the processes for making pest management decisions
5. Make policy recommendations upon assessment of current pest issues and evaluation of possible IPM solutions
6. Provide a forum for communication and information exchange among members in an effort to identify, encourage, and stimulate the use of best or promising pest management practices

### Members of the IPM Advisory Committee

Currently the Committee has a total of 13 seats consisting of voting and non-voting members.

The 8 voting members include:

- One representative from Contra Costa Health Services
- One representative from the County Storm Water Program
- One representative from the County Public and Environmental Health Advisory Board (note that this seat is currently vacant)
- One representative from the County Fish and Wildlife Committee
- One representative from an environmental organization
- Three at-large members of the public

The 4 non-voting members include

- A representative from the Agriculture Department
- Two representative from the Public Works Department (Facilities Division and Maintenance Division)
- One representative from the County's pest management contractor

The Committee also has one public member alternate who only votes if one or more of the three at-large public members, the PEHAB representative, or the Fish and Wildlife representative is absent from a meeting.

## IPM Advisory Committee Priorities for 2016

The IPM Advisory Committee focused on the following two IPM program features:

- A. IPM decision-making—documenting pest management decisions in County IPM programs
- B. Outreach and education, focusing initially on bed bugs in the County—reviewing and/or creating educational pieces for the public and County staff

The Committee formed two subcommittees to work on these priorities, the Decision-making subcommittee and the Bed Bug subcommittee.

## **2016 Accomplishments of the IPM Advisory Committee and the IPM Coordinator**

### **Accomplishments of the IPM Committee**

The IPM Advisory Committee (the Committee) held six regular meetings in 2016. The subcommittees held a total of 9 meetings to address the above priorities. The IPM Coordinator serves as staff to the Committee and the two subcommittees. According to the wishes of the Committee, the IPM Coordinator arranged for speakers for four of the six regular Committee meetings held during 2016. The following were the topics and presenters:

1. Contra Costa County's three-year grazing study, presented by Peter Gollinger, Public Works Assistant Field Operations Manager and Cece Sellgren, Public Works Stormwater Manager
2. Mosquitoes as vectors of disease in the era of climate change, presented by Dr. Steve Schutz, Contra Costa Mosquito and Vector Control
3. New and emerging pests in northern California, presented by Dr. Igor Lacan, U.C. Cooperative Extension
4. Non-chemical weed management at Marin Municipal Water District presented by Janet Klein, Natural Resources Program Manager

The accomplishments of the IPM Committee and its subcommittees are as follows:

#### **Priority A: IPM Decision-Making**

Through the work of the Decision-Making subcommittee, the IPM Advisory Committee

1. Gained a better understanding of the complexities involved in pest management in the County's Special Districts
2. Reviewed and provided suggestions for improvement to two decision-making documents:
  - a. Rats in Livorna Park (Public Works Special Districts)
  - b. Gophers in County landscaping (Public Works Special Districts and Public Works Grounds Division)
3. Gathered information on vegetation management on rights-of-way in neighboring Bay Area Counties in preparation for a future decision-making document on this subject for Contra Costa County

These detailed decision-making documents follow a form devised by the IPM Coordinator and a previous Decision-Making subcommittee. Decision-making documents are considered current as of the date on the document and may be updated in the future.

See Attachment A for the Decision-Making subcommittee's final report and the two decision-making documents.

#### **Priority B: Outreach and Education Focusing on Bed Bugs**

Through the work of the Bed bug subcommittee, the IPM Advisory Committee

1. Followed the progress of AB 551 in the California Legislature—the bill was signed into law in September 2016 and prescribes the duties of landlords and tenants with regard to bed bug treatment
2. Reviewed and provided suggestions for improvements in the County's bed bug website, the bed bug trifold brochure and a general purpose bed bug fact sheet—the suggestions included listing the County's 211 helpline on the website for citizens who need help with social services, housing, or legal questions (the IPM Coordinator's contact information will appear on the 211 list under "bed bugs")

See Attachment B for the Bed bug subcommittee's final report.

### **Accomplishments of the IPM Coordinator**

In addition to staffing the IPM Advisory Committee and working on the three subcommittees, the IPM Coordinator worked on the issues listed below.

## **Bed Bugs**

The common bed bug continues to be one of the most serious pests in the County, a pest that has provoked citizens to misuse pesticides to an alarming extent. Pesticides do not solve the problem, and in many cases make the problem worse. We increasingly see bed bugs affecting the citizens of Contra Costa who have the fewest resources to combat them.

### **Answering calls from citizens**

The IPM Coordinator records each bed bug complaint, but it is unclear how many calls other staff in the County are receiving that are not forwarded to the IPM Coordinator. We also have no way of knowing how many calls city staff receive. In 2016, the IPM Coordinator investigated by telephone (sometimes with the help of the Bed Bug Task Force) 75 bed bug calls (compared to 68 last year) and provided assistance to the callers. The IPM Coordinator also met in person with a number of citizens to answer questions about bed bugs and provide information on prevention and management.

A substantial number of complaints continue to come from West County. There are increasing numbers of complaints from Pittsburg and Antioch, as well as Walnut Creek and Alamo, and it is generally acknowledged that there are numerous apartment complexes in Concord with severe infestations throughout the buildings. Some of these complexes have been infested for 5 or more years.

### **Encouraging the City of Richmond to address bed bug problems in their city**

The IPM Coordinator worked with staff from the County's Environmental Health Division to engage the City of Richmond in developing a process to address bed bugs problems in their city. The IPM Coordinator revised the City of Concord's bed bug process to be used as the first draft of the City of Richmond's process.

### **Cooperating on research to help low income residents of apartment complexes**

In 2015 the County cooperated with a University of California research project that compared the efficacy of IPM methods and conventional methods of bed bug management in multi-unit dwellings. Among the collaborators in this research were the University of California Cooperative Extension (including Andrew Sutherland, a public member of the IPM Committee), U.C. Riverside Department of Entomology, the Los Angeles and the San Francisco Housing Authorities, Monument Impact in Concord, three pest management companies, and the Contra Costa IPM Coordinator.

Each pest management company worked in one of the three apartment complexes chosen as field study sites. Two complexes were selected in Contra Costa County and one in San Diego. Each company designed its own program for managing bed bugs in its apartment complex. Each programs included monitoring, tenant education, and a variety of treatment procedures. In all cases the companies reduced the density and incidence of bed bugs in their complex. All three programs increased tenant participation in and satisfaction with bed bug management. The cost for an IPM approach to bed bug management ranged from one and a half to five times more than a conventional reactive approach (based on simply responding to complaints). The researchers speculate that over time the costs of an IPM program would decrease. Much of the cost in each program was associated with "cleaning up" bed bug infestations that in some cases may have been the result of years of poor management.

### **Educating County staff and the public about bed bugs**

The IPM Coordinator

- Continued to organize and staff the County's Bed Bug Task Force—the Task Force meets every two months and advocates for increasing public awareness of bed bug problems and for developing sound bed bug management policy throughout the County
- Maintained the County's bed bug website and added more information specific to various audiences— from January 1, 2016 through June 30, 2016, there were 17,660 visits to the site from 13,079 unique visitors (County staff visits were excluded from this tally in order to obtain a closer approximation of the public use of the site)
- Provided a bed bug training for pest management professionals at a Univar bed bug seminar in Pacheco
- Provided a bed bug awareness training for County Agriculture Department staff

- Provided a bed bug awareness training for staff from Board and Care facilities in the County
- Provided a bed bug awareness and prevention training for a group of managers and owners of private homeless facilities in the County
- Working with Peter Ordaz, Behavioral Health Services Division Safety Coordinator, developed prevention procedures for County clinics and residential facilities, and guidelines for in-home visitors—trainings on the procedures were provided for the following groups:
  - Concord Adult Mental Health Clinic staff
  - Concord Older Adult Mental Health staff
  - Behavioral Health site safety coordinators
  - Discovery House residential drug and alcohol treatment center managers
  - Calli House youth shelter staff

The IPM Coordinator was assisted at several of these trainings by Pestec staff who provided information on inspection, monitoring, and treatment for bed bugs.

- With Pestec staff, provided a bed bug refresher training for staff from the County’s Concord and Brookside homeless shelters
- Revised a number of bed bug fact sheets in English and in Spanish for the County’s bed bug website and made improvements to the website as suggested by the Bed bug subcommittee

### **Bed bug infestation in Riverhouse in Martinez**

The IPM Coordinator continued working with Supervisor Andersen’s office, members of the County Mental Health Commission, and staff from the Behavioral Health Division on a serious and long-standing bed bug infestation in Riverhouse, a senior and disabled residence in Martinez. This infestation has begun to affect County Behavioral Health clinics because clients who are Riverhouse residents have brought bed bugs into at least two of the clinics. In the early part of 2016, Eden Housing (the owner of Riverhouse), finally agreed to hire a pest management company to provide treatment for the affected apartments. This came after a number of meetings and discussions with the County. Eden Housing hired Pestec whose staff inspected all the units and began systematically heat treating the infested apartments. Service was interrupted twice because Eden Housing failed to pay Pestec invoices. The County stepped in to help resolve the payment issue, and treatment resumed. At the end of July, Pestec concluded three rounds of heat treatments. There are a number of apartments that still have bed bugs for various reasons, and some that are newly infested. Pestec is considering using a new treatment protocol on the chronically infested apartments.

### **Healthy Schools Act compliance for County Head Starts**

In 2015, the IPM Coordinator worked with the County’s Head Start program to come into compliance with California’s Healthy Schools Act. The IPM Coordinator developed an IPM plan for the Head Start program which included identifying responsible parties for the provisions of the Act. The IPM Coordinator updates this plan each year. The IPM Coordinator provided staff with templates for pesticide application posting and for parent and staff notification of pesticide use.

This year, a new training provision came into effect for staff who apply pesticides, which in the law includes disinfectants. Head Start staff completed their training by September of this year. The Head Start program is keeping records of staff training, of each person who receives the required pesticide notification letter, and of persons who wish to be notified of individual pesticide applications.

### **Advice and Outreach on IPM**

The IPM Coordinator

- Worked with Beth Baldwin of the Contra Costa Clean Water Program on a Bay Friendly Landscaping refresher training in April for municipal staff from around the County
- Gave a presentation at the Clean Water Program’s Municipal Operations Committee to assist municipal staff with the IPM portion of their annual reports to the Regional Water Quality Control Board
- Gave an IPM training on household and garden pests for the Gardens at Heather Farm education program

- Met with the Alameda County IPM Coordinator to provide advice on his program
- Attended regular meetings of the Head Start Health and Nutrition Services Advisory Committee to report on IPM issues
- Responded to a number of requests for pest management information from County staff and citizens
- Worked with Pestec on managing fire ants, three-lined cockroaches, and Argentine ants at various County facilities
- Provided regular IPM program updates to the Board of Supervisors through their Transportation, Water and Infrastructure Committee

#### **Conferences and Trainings Attended**

- 2016 Bed Bug Global Summit
- 2016 Pest Control Technology virtual bed bug conference
- Three invasive weed management webinars
- EPA webinar on pest prevention by design in schools
- EPA webinar on managing mosquitoes
- UC Cooperative Extension Gopher Forum
- EPA webinar on managing bats

# 2016 Department IPM Program Highlights and Challenges

## General Information about the Departments

Each Department maintains an IPM Plan that covers their pest management goals, sites under management, decision making processes, key pests and best management practices, environmental stewardship, and training requirements.

In order to help new IPM Committee members understand the working of each department, the IPM Coordinator has developed Department Overviews that cover department responsibilities in general and pest management responsibilities in particular, funding sources and budget, pests under management and the methods used to manage them, and department challenges.

Each of the County's pest management programs must keep records of pesticides used and submit a report monthly to the Agriculture Department for transmission to the state Department of Pesticide Regulation. Once a year, the IPM Coordinator collates and analyzes this information for the annual report.

## Agriculture Department

### *IPM Program Highlights*

- Subcommittee work

The Department participated as a member of the Decision-Making subcommittee.

- Changes in the Department's invasive weed program

For more than 30 years, the Department had actively helped ranchers in Contra Costa County control artichoke thistle and purple starthistle on privately owned rangeland. In 2015 the Department began to concentrate their efforts on contracted work for parkland and municipalities within the County. The Department has successfully reduced artichoke thistle and purple starthistle to a level at which private landowners can now manage these weeds on their own. The Department continues to recommend that landowners who lease property to cattlemen include invasive weed control in their lease agreements to encourage ranchers to maintain a weed management program.

The Department's invasive weed treatments included hand removal, mechanical removal, and targeted treatment with low toxicity herbicides. With rare exception, pesticide treatment involved highly focused spot spraying using backpack sprayers. Approximately 40-50% of staff time was spent in surveying and monitoring, with the remainder being spent on treatment actions.

- Artichoke Thistle (*Cynara cardunculus*)

The Department surveys and treats properties under contract for East Bay Regional Park District and Contra Costa Water District. This year staff surveyed 44 sites totaling 60,996 acres and treated 47 net acres for artichoke thistle.

Artichoke thistle is a highly invasive, non-native perennial weed that displaces herbaceous plants and annual grasses, decreasing the value of agricultural land, open space, and wildlands. Horses and cattle will not consume this thistle, and at high densities, the formidable spines on the leaves and stems and on the bracts around the flowers make it impossible for animals or people to walk through stands of the weed.

In 1979 Contra Costa County was identified as one of the most heavily infested counties in the state. At that time, at least 100,000 acres of land were infested with artichoke thistle to one degree or another. In that year, the Department began their management program in cooperation with property owners by using ground rigs and helicopters to spray large swaths of land. The artichoke thistle infestation has been



Rangeland infested with artichoke thistle



reduced so much that staff primarily spot treat individual plants using a backpack sprayer. Because seedlings form deep, fleshy taproots within the first year, mechanical or hand removal (digging out the plants) is cost-effective only in a very limited area with a small number of very young plants. Mowing and burning are neither practical nor effective.

- Japanese dodder (*Cuscuta japonica*)  
Staff surveyed 32 historically infested sites and did not find any recurrence of this weed. This is a California Department of Agriculture “A rated” weed that the Department is obligated to treat. Since two years have passed since staff have found any dodder in the County, the Department is declaring it eradicated.

Japanese dodder is an aggressive parasitic plant that has the potential to severely alter the composition and function of riparian areas. It also affects ornamental plantings and agricultural crops. Japanese dodder is native to Southeast Asia and was first discovered in the county in 2005.



First Japanese dodder find in CCC, 2005



Red Sesbania

- Red sesbania (*Sesbania punicea*)

This was the eleventh year of red sesbania removal at the primary infestation site of Kirker Creek, Dow Wetlands. Staff surveyed 10 acres there and removed 800 plants, up from 475 in 2015. All plants were removed by hand.

Red sesbania is a small tree that has a high potential for environmental damage by displacing native plants and wildlife in riparian areas. Red sesbania is native to South America and is poisonous to humans, livestock, and many native vertebrates. It has been invading riparian areas locally. Red sesbania was first detected in California about ten years ago.

- Kangaroo thorn (*Acacia paradoxa*)

The County has one site infested with kangaroo thorn. The removal of the existing infestation in 2005 involved 52 hours of staff time. At that time the infestation covered a little less than one net acre. In 2014, it took only 2 hours of staff time to accomplish the surveying and seedling removal, all of which was done by hand. Only small seedlings of less than one foot in height were found, and the infested area totaled less than one hundredth of an acre.

Due to staffing constraints in 2015, the site was not surveyed last year. This fall one staff member returned to the site and found more plants than he could manually remove in a day. Since some of the plants are two years old, they will have to be removed with a weed wrench rather than by hand pulling. Staff will return before the end of the year to complete the work.



Kangaroo Thorn



- Purple starthistle (*Centaurea calcitrapa*)

Under contract to the East Bay Regional Park District, the Department surveyed 21 sites covering 6,101 acres and treated 12 net acres for purple starthistle.

This weed is a highly invasive non-native biennial that displaces annual grasses, desirable vegetation, and wildlife and decreases the production value of agricultural land. The plant also has allelopathic properties, which means it produces chemicals that inhibit the growth of other vegetation. Its large spines and high densities can form an impenetrable barrier to wildlife and livestock in open rangeland as well as to horses and hikers in parkland. Seed can remain viable in the soil for ten or more years.



Purple Starthistle

Purple starthistle in Contra Costa County is not as widespread as artichoke thistle. However, being a prolific seed producer, it has the potential to become as large scale a problem as artichoke thistle. Early identification and eradication of isolated populations is key to preventing its establishment in uninfested agricultural lands.

- Managing ground squirrels to protect critical infrastructure

The Department has been taking steps to reduce the amount of rodenticide it uses for ground squirrel control in the County in order to mitigate harm to endangered and other non-target species. This year the Department has begun employing bait stations with diphacinone treated grain in areas where this tactic is feasible. Where it is not feasible, for instance along roads, the Department continues its procedure for broadcasting diphacinone treated grain.

The Department manages ground squirrels to protect critical infrastructure including levees, earthen dams, railroad beds, and roadways. The goal is to maintain a 100 linear foot buffer around the infrastructure. Ground squirrel burrowing is the single biggest threat to California levees. Burrowing can compromise the earthen embankments and create pathways for water leakage that can undermine the structural integrity of levees, as well as earthen dams and railroad embankments. Burrowing and the resulting pathways for water erosion can also cause damage to, or sudden failure of, roadsides and other structures.

In 2013 the Department modified its broadcast baiting treatment procedure for safety and efficiency. Staff are applying bait more precisely and have reduced the number of bait applications in an area from three to two. Staff initially spreads untreated rolled oats to draw out squirrels and make it easy to find areas of squirrel activity. Treatments are carried out by a team of two staff members so that one person can concentrate on driving while the other operates the bait spreader to apply bait only where ground squirrel activity is observed.

- Exotic pest prevention

The Agriculture Department is the County's first line of defense against invading pests including insects, plants, and plant diseases. Every day staff perform inspections on incoming shipments at destination points, including nurseries, the post office, and express carriers (UPS, FedEx and others) to look for quarantined plants as well as pests that can hitchhike unnoticed on plant material and other items such as household goods.

In 2006, the Department was the first in the state to incorporate dog teams into parcel inspection. Since then a number of other counties have followed



Cairo inspecting packages at UPS

Contra Costa's lead. The dogs greatly speed inspections and have significantly increased detections of quarantined plants and exotic pests. The dog teams are a shared resource with other Bay Area counties that do not have the expertise or resources to maintain an active surveillance program; therefore, as a result of Contra Costa's initiative, pest detections in those counties have increased.

This year the Department inspected 35,800 shipments and rejected 112 after finding various pests.

The Department also deploys and services numerous traps for the purpose of early detection of more than 17 different serious insect pests. This year the Department deployed 5,603 traps, and staff serviced those traps 68,345 times.

- Pesticide use  
This year the Department reduced its pesticide use dramatically from 154 lbs. of active ingredient to 76 lbs. This is largely because the Department has reduced its weed management responsibilities.

### ***Agriculture Department Challenges***

- Ground squirrel control alternatives  
The department continues to search for alternatives to treated grain bait. Unfortunately, raptor perches and live trapping of ground squirrels have proved to be ineffective and/or too costly. Ground squirrels are native to this area and will never be eradicated. Since the Department aims to create a fairly narrow buffer zone around infrastructure, it is inevitable that in areas with ground squirrels pressure outside of the 100 ft buffer, ground squirrels will eventually move back into the burrows left vacant by the squirrels that have been poisoned, although this happens quite slowly. This leads to a yearly management program. Altering the environment to prevent ground squirrel burrowing is difficult because the extent of the infrastructure that must be protected and because the squirrels favor human-built infrastructure as sites for their burrows.
- Invasive weed control on private land  
The Department will be working with landowners over the next few years to help them transition to managing their own invasive weeds now that the County has reduced populations to manageable levels.

### **Public Works Facilities Division**

#### ***IPM Program Highlights***

- Area under management  
The Facilities Division manages 147 sites that comprise almost 3.3 million sq. feet.
- Subcommittee work  
A representative from Pestec participated as a member of the Bed Bug subcommittee and the County's Bed Bug Task Force.
- New cockroach causing problems in County buildings  
The three-lined cockroach (*Phyllodromica trivittata*) is native to the Mediterranean and was first submitted for identification to the California Department of Food and Agriculture (CDFA) in September 2009. The samples were collected by Dr. William Shepard of the University of California at his residence in Pinole. Although this was the first official submission of this cockroach to CDFA, this insect was known to be in Marin County as early as 2004.



Three-lined cockroach (*Phyllodromica trivittata*)

In Europe and North Africa it is found in leaf litter and plant debris in dry habitats around the Mediterranean. Dr. George Beccaloni of Natural History Museum (London) wrote, "It has been recorded from Morocco, Algeria, Spain, Italy (Sardinia Island), Italy (Sicily), Libya, and Israel. Given that it has

not been recorded as being a pest in buildings in those countries (as far as I'm aware) it is unlikely to invade buildings in the USA..." Unfortunately, the three-lined cockroach has been found this year in buildings across the County: Building 500 of the Public Works Administration complex in Martinez, the West County Detention Center in Richmond, the Contra Costa Regional Medical Center in Martinez, and in the law enforcement training center in Pittsburg. Building occupants have complained of cockroaches dropping from the ceiling, crawling on their desks, and out of their files.

This cockroach seems not to be attracted to human food or garbage, and baits formulated for other cockroach species have not been effective in the County. Pestec has tried Niban® granular bait (5% orthoboric acid), MotherEarth® granular bait (5% boric acid), and Advion® insect granule (0.22% indoxacarb).

The most persistent problem has been at Building 500 of Public Works Administration. When the cockroach baits did not provide building occupants relief, Pestec set up a series of pitfall traps baited with liquid boric acid ant bait outside one wall of the Building 500. Although the pitfall traps caught more than one hundred three-lined cockroaches over a number of days, the traps are difficult to anchor securely in the loose soil at the edge of the building. Pestec technicians found some of the traps upturned, so the company decided to remove them.

Pestec has also used diatomaceous earth to dust the weep holes where the outside wall meets the foundation of the Public Works building. They have pulled mulch away from the outside of the building and deployed numerous sticky traps inside the building to monitor for cockroaches. To try to close entry holes, Pestec has installed three brush-style doorsweeps at Building 500 that may have helped. These are a new product that is very inexpensive and quick and easy to install.

Pest-proofing buildings will undoubtedly help with this cockroach problem since the insects are mainly living outside. This may be a long process because this cockroach is small, the holes are numerous, especially in temporary buildings, and safety and accessibility repairs take priority for the Division. There may be conditions outside the affected buildings that are conducive to the cockroach, and altering those conditions will have to be considered.

- New ground squirrel trap for Byron Boys Ranch  
Pestec has been experimenting with the Goodnature automatic rodent trap at the Byron Boys Ranch. The trap is powered by compressed gas from a small, recyclable canister that activates and resets the trap multiple times before needing replacement. The trap works by enticing the rodent to investigate bait inside the cylinder of the trap and then striking the skull of the rodent with a glass reinforced polymer piston, killing the animal instantly. This ensures other rodents are not deterred from investigating the trap and being killed themselves.

These are expensive traps at \$170 each, but they can be used over and over and kill humanely.

In order to use this trap for ground squirrels, Pestec modified the it to dispense grain bait and installed the trap with the compressed gas canister (this can be seen projecting down from the right side of the trap in the photo above) resting on the ground. Five traps were installed and rotated around the property. Initially the traps dispatched quite a few ground squirrels, but then Pestec began finding fewer and fewer bodies. It is unclear why this happened, but one thought is that animal scavengers were removing the carcasses before Pestec could get to the traps. The Goodnature company will soon have a new trap equipped with a counter making it easier to monitor the number of rodents killed.

It appears that the ground squirrel population in the most critical area of the Boys Ranch has been reduced, but it remains to be seen how quickly the ground squirrels reinvade the burrows left behind by the dead animals.



Goodnature trap mounted on a tree.



Pestec will be experimenting with the trap at Juvenile Hall in Martinez to see if it is appropriate for killing rats at the site. Since dead animals collect below the trap, Pestec would probably have to use the traps only in areas where they would be out of sight and where there is no public access.

- Rodents at the Martinez Detention Facility

In the summer, construction began on a sewer upgrade in the Detention Facility kitchen that also involved the loading dock. Because the area was open, there was an influx of mice into the modular units. The Sheriff gave Pestec access to the interior of the walls in the modulars so Pestec was able to place a large number of snap traps out of reach of the inmates. In September Pestec finished the trapping and has not had any reports of mice since. The County is still working on the sewer upgrade.

- Fire Ants at Head Start facility in Oakley

In June, native fire ants (*Solenopsis xyloni*) were discovered in and around the sandbox at a Head Start facility in Oakley. Because fire ants sting, there was concern for the children that play in the yard. On a Friday evening after staff and students had gone home, Pestec applied Advion® Fire Ant bait (0.045% indoxacarb) to the ant mounds in the grassy area next to the sandbox. No bait was placed in the sandbox. On Monday morning Pestec returned to remove any visible granular bait. After careful inspection, no bait and no ants were found. Head Start staff have not seen any fire ants since.

- Increased ant infestations in County buildings

In this fifth year of California's drought, very dry soil and reductions in irrigation have again forced Argentine ants to move close to buildings where limited irrigation still provides water and food in the form of plant-feeding insects and honeydew (this sweet liquid is produced by sap-sucking insects and is the favorite food of adult Argentine ants). When ants establish colonies next to buildings, it is a short hop into outdoor garbage cans as well as into the building to look for more food and water.

In the fall, Pestec, the Grounds Division, and the building occupants worked together to reduce ant populations at the Employment and Human Services building in Antioch. Pestec installed bait stations away from the building and helped building occupants become aware of behaviors that encourage ants, such as leaving dirty dishes in the break room sink and failing to empty food garbage daily. The Grounds Division mowed plants near the building that were harboring honeydew-producing insects, washed the outside garbage cans, and began emptying the outside garbage every day.

A number of other County buildings experienced serious and repeated Argentine ant infestations, especially in the late summer and early fall. Pestec has been using Intice Thiquid™ ant bait (5% borax), but it has not been performing as well as in the past. Pestec is re-evaluating the ant baits they might use and will perform baiting early in the year (by May) to prevent populations from building to such high levels later in the season.



Dig Defense covering a gap under a portable building

- Raccoon, opossum, and skunk proofing at Concord Head Start

This year, Pestec used a new product called Dig Defense® to prevent animals from taking up residence under some of the portables at George Miller Head Start in Concord. These metal tines that are welded together into a large comb can be pounded into the ground around the bottom of a structure or along the bottom of a fence.

Pestec first removed the animals under the buildings by trapping and by using coyote urine to repel them. After they were confident that there were no animals left hiding, Pestec installed Dig Defense to block off all entry points and places where animals could dig to get under the building. Although the product is more expensive than hardware cloth, it's faster

to install and no trenching is required.

- Structural IPM program pesticide use

In FY 15-16, 30 lbs of pesticide active ingredients were used in and around the approximately 2.75 million square feet of County buildings that Pestec is contracted to manage. This is 14.5 lbs more than last fiscal year and is almost entirely due to the severity of the ant infestations in the County this year. The pesticides used by Pestec are primarily deployed as baits in bait stations or in cracks and crevices. Pestec continues to successfully manage rats and mice exclusively with traps, sanitation, and pest proofing.

- Bed bugs in County buildings

Because of staff and client vigilance, a strict intake protocol, and special cleaning procedures, neither the Concord nor the Brookside homeless shelter has experienced a bed bug infestation this year. The chances of new introductions of bed bugs to a shelter are very high with the daily influx of clients who sleep at the facility, but with alert staff, any new introductions will be quickly found. Strict adherence to the prevention procedures will make it unlikely that either shelter will experience a large or prolonged infestation. Calli House, the County's youth shelter, has never had an infestation; however, this year Pestec joined the IPM Coordinator to train the staff in prevention and inspection for bed bugs, and in bed bug biology and habits.

This year, staff at three mental health clinics reported seeing bed bugs and/or getting bitten by bed bugs. Pestec inspected each clinic and found no bed bugs other than the original find. Traps left at the clinics did not catch more bed bugs either. Presumably these incidents were the result of single introductions from a client.

Incidents such as these are very distressing for staff, so the IPM Coordinator has been providing staff training to each of the clinics and has developed written prevention procedures for them to use.

### *Facilities Division Challenges*

- Pest exclusion in County buildings

This continues to be a challenge, but the Facilities Division is doing what they can with their limited staffing and schedule. The Division's first priority is to address health, safety, and access issues. As we saw this year at the Martinez Detention Facility, pest proofing has a significant impact on reducing pest problems.

This year the Facilities Division replaced 21 roofs on County buildings. This will certainly prevent problems with wood-destroying organisms as well as other pests.

- Ant baiting

Pestec will be reviewing the products used for baiting along with their baiting strategy in order to try to provide better control for the very large ant populations seen in the last two years.

- Three-lined cockroach

This new insect presents a considerable challenge since it invades buildings and is not attracted to any of the cockroach baits Pestec has tried. Conducive conditions and the feasibility of pest proofing will have to be investigated. Whether this cockroach continues to be a pest in buildings remains to be seen. Winter weather may curtail invasions, but during warmer weather next year it may invade again.

- Cleaning

The IPM Coordinator and Pestec have heard from a number of sites that their offices are not regularly vacuumed. In some instances offices have not been vacuumed for years. Some of these sites receive janitorial services from the County and some from private companies. The lack of regular vacuuming contributes to the buildup of debris that includes allergens that irritate humans, and detritus that provides food for all kinds of pests. This issue needs to receive more attention in the coming year, and periodic deep cleaning should be a regular part of janitorial services.

- Bed bugs in County buildings

This year there have been a number of complaints about bed bugs in County behavioral health clinics. These clinics are especially vulnerable because the clientele they serve often come from severely infested dwellings. The more numerous the bed bugs in a person's home, the more likely it is that the person will

move them around on clothing or belongings. Pestec investigates each call for bed bug service by inspecting the premises, setting out sticky traps, and returning to inspect the traps. So far there is no evidence of any infestation in a County building, only stray bed bugs. The IPM Coordinator has been working on providing training, educational materials, and prevention procedures for staff at each of the behavioral health clinics. With alert staff instituting prevention measures, County buildings should not see full blown infestations in which bed bugs are reproducing in offices.

## **Public Works Grounds Division**

### ***IPM Program Highlights***

- Update on turf conversion project at Pittsburg Health Center  
Last year in a pilot project, the Grounds Division converted about 70% of the lawn at the Pittsburg Health Center to drought-tolerant landscaping and mulch. The photographs below show the evolution of the site.



Pittsburg Health front lawn before turf conversion (2015)



Pittsburg Health front lawn area after turf conversion (2015)



Pittsburg Health front lawn area 1 year after turf conversion (2016)

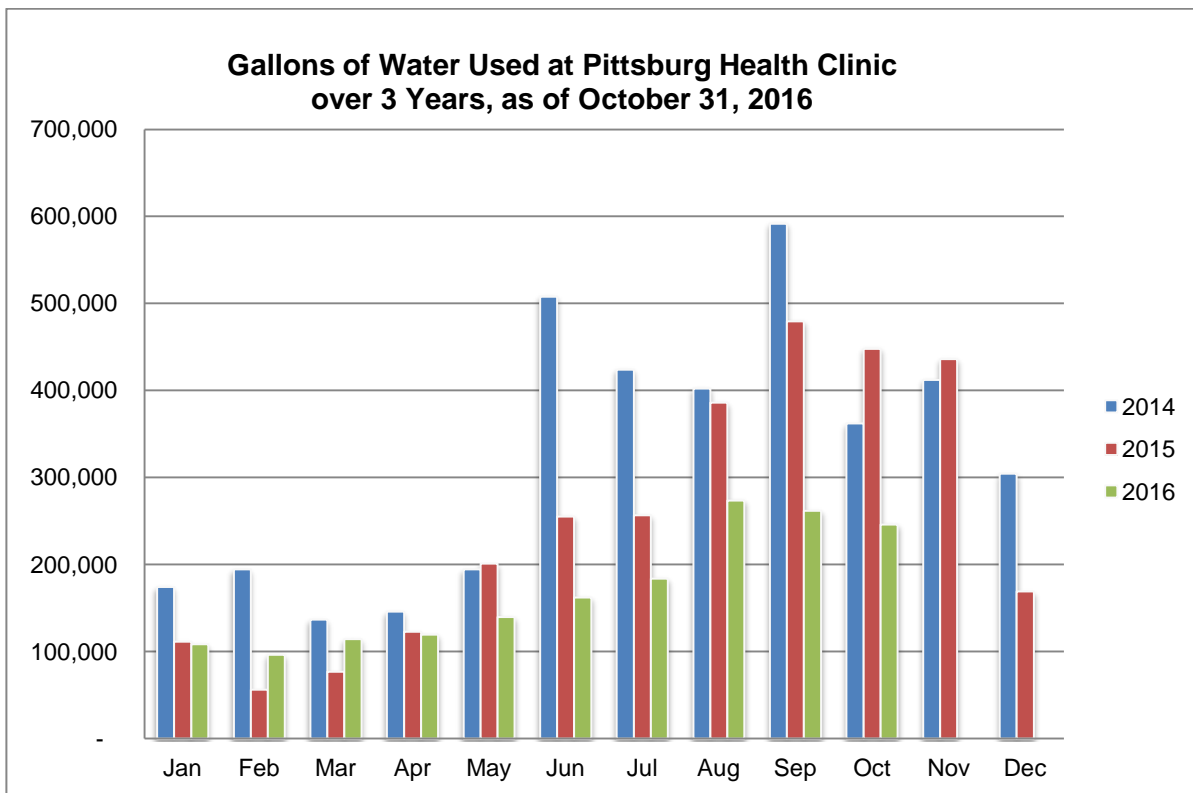
This project saved 912,000 gal of water from 2014 to 2015, and another 687,000 gal in 2016 through October as compared to 2015 through October.

This is the fifth year of drought in California. This continuing lack of rain presents the perfect opportunity to convince departments to convert their lawns to drought-tolerant landscaping with widely spaced plants surrounded by wood chip mulch.

Turf conversion:

- Saves water
- Allows the County to be an example for its citizens
- Saves on maintenance costs since turf requires a high level of maintenance
- Allows maintenance staff to spend the time saved on turf on other crucial maintenance tasks including managing weeds by physical means, such as hand pulling, as opposed to herbicide applications
- Reduces herbicide use in the landscape since reduced irrigation and mulch will greatly suppress weed growth
- Reduces other pesticide use since turf is susceptible to many pests and diseases
- Reduces the possibility of citizen exposure to pesticides since the risk of exposure is greater in landscaping than for example, along roadsides
- Reduces greenhouse gas emissions from turf maintenance equipment and from pumping water to irrigate the turf
- Moves County landscapes in the direction of greater sustainability

Unfortunately, the turf conversion project has stalled because of lack of funding.



The turf conversion project saved 912,000 gal of water from 2014 to 2015 and another 687,000 gal in 2016 from January through October 31 (as compared to 2015 January through October 31).



- Drought and tree death

Five years of drought are taking a heavy toll on trees in the County and the Division is seeing one to two



Dead pine on Pacheco Boulevard in Martinez



Dying elm along Grayson Creek in Pacheco

dead trees a week. The Division has been removing dead trees and replacing them with more drought-tolerant species wherever replacement is feasible. Last year saw a large number of dead trees, and this year there are even more. These dead and dying trees are not only an aesthetic issue for the County, but cost a great deal to remove, and create a serious hazard if they are not removed in a timely fashion.

- Premium mulch from pallets and dead trees

In February, the Grounds Division had stockpiled about 1,400 cu yds of woodchips ground from pallets, trees downed in storms, and trees killed by the drought. Considering that high quality wood chips cost \$32/cu yd delivered, this represents \$44,800 worth of mulch for the County.



Woodchips stockpiled at the Grounds Corporation Yard

This year staff spread about 700 cu yds at various sites throughout the County. The chips are of very high aesthetic quality because they



Huge logs from native valley oaks that were killed by drought and are awaiting chipping

are a uniform color and don't contain bits of trash or leaf debris. Sites that receive this mulch have been very pleased with the look. This can be important in gaining acceptance for landscaping with fewer plants and more mulch.



The Grounds' tree removal contract includes transport back to the Grounds Corporation Yard so the logs can be easily chipped. PGE, Davey Tree, and the Public Works tree crew deliver logs to the Corporation Yard that are too big for their chippers, and pallets come from a number of sources. The Grounds manager has temporarily suspended delivery of logs and pallets until staff has time to spread more of the mulch. This will allow them to grind and store chips from the logs and pallets already on site.

- Smart controllers for irrigation efficiency

As part of a long-range plan to rejuvenate aging County landscapes, the Division has purchased WeatherTRAK® smart controllers to improve irrigation systems. The smart controllers will automatically be installed in new buildings and landscapes, and the Division will choose older landscapes where the controllers will be installed prior to re-landscaping. Currently there are smart controllers in Livorna Park and at a small site in downtown Martinez. Installing the controllers is the first phase of the rejuvenation. When money becomes available, new plants will be chosen and installed.

A “smart controller” is a computer that automatically updates a programmed watering schedule to allow for changes in water needs as the weather changes throughout the year. Using these devices can potentially save millions of gallons of water per year and improve the health of County landscaping. The WeatherTRAK system uses temperature, wind, humidity, and solar radiation to accurately determine how much water plants are using in order to deliver the right amount of water to a site. WeatherTRAK comes with a mobile app so that Grounds Division staff can manage irrigation remotely. If a call about an irrigation leak comes into the office or WeatherTRAK sends a leak alert to a mobile device, the irrigation tech can immediately shut down the leaky irrigation from wherever he is in the County. The irrigation tech currently has to interrupt his work and drive to the site to shut off irrigation. The Division considers the remote shutoff feature as one of the most valuable aspects of WeatherTRAK. The smart controllers will also make it easier to program water restrictions, such as a percentage reduction in water use or specific days when watering is allowed.

- Managing gophers with trapping and CO<sub>2</sub>

The Division vertebrate pest manager continues to use trapping and CO<sub>2</sub> for gophers in County landscaping. Two years ago the Division purchased a device called the Eliminator® to inject CO<sub>2</sub> into gopher burrows to asphyxiate the animals. The Eliminator's limitations are 1) it works best in moist soil so that the CO<sub>2</sub> doesn't so easily escape through the pores in the soil and 2) it does not collapse the burrows so that neighboring gophers move into the areas that have been cleared. The vertebrate pest manager does not feel comfortable using traps where people and pets might have access to them unless she is working in the immediate area, so together, trapping and the Eliminator seem to be working well.

- Grant application for zero-emission landscape maintenance equipment

The Division has applied for a grant from the Bay Area Air Quality Management District to replace gas-powered equipment (a lawn mower, chainsaw, two hedge trimmers, and a leaf blower) with cordless electric equipment. If the Division secures the grant and the equipment performs well, the Grounds Manager would like to replace more gas-powered equipment.

- Pesticide use increased in FY 15-16

Five years ago, the Grounds Division consciously decided not to use any insecticides, miticides, fungicides, or rodenticides in their work. The Division has chosen to manage arthropod pests and plant diseases in County landscapes solely with good horticultural practices. If plants are severely affected, they are removed.

Herbicides are the only pesticide used by the Division, and this year, staff used 94 more pounds than in FY 14-15. For the last five years, the amount of herbicide active ingredient used on County landscapes has fluctuated between 338 lbs and 492 lbs. As noted last year, the Division is continuing to try to improve the condition of many of the County's properties in order to move away from crisis management and back to preventive maintenance. For a number of years the lack of funding made it impossible to properly manage weed problems around County buildings and in the Special Districts the Division is responsible for. This is now changing, but weeds that went unmanaged for years left huge amounts of seed that will produce large crops of weeds for many years to come.

## *Grounds Division Challenges*

- Staffing needs  
Grounds has 15 permanent employees (down from 18 last year), and 3 temporary employees. The Division has work and budget for 24 full-time employees. Full staffing would include 21 to 22 permanent employees and one to three temps. Although the Division has funding for all these positions, they have not been approved. This means that every week crew members are working overtime. The Division is having problems retaining temporary employees because the permanent positions are taking so long to get approved. Job applicants often take temporary positions in hopes of applying for a permanent one in the near future. The Division also has problems retaining permanent staff because the pay in Contra Costa is so much lower than other counties and private business.
- Drought stress in the County  
The Division is dealing with a large number of diseased, stressed, and dying trees. Many redwoods in the County are partially dead and it could take from 5 to 10 years for them to die completely. Unless failing trees pose a hazard, the Division will take them down over time since it will be easier aesthetically and financially. It has been challenging to try to drought-proof landscapes, but the woodchips the Division is producing play an important role.

## Public Works Department Roadside and Flood Control Channel Maintenance Division

### *IPM Program Highlights*

- Subcommittee work

Staff worked with the IPM Coordinator to create a list of questions to ask vegetation managers in other counties, and interviewed personnel from both Alameda and San Joaquin Counties to obtain answers to the questions.

- Annual habitat assessment refresher training

This year, 50 Public Works Maintenance employees attended the annual refresher training in habitat assessment for endangered and threatened species in order to comply with the California Department of Fish and Wildlife (CDFW) Routine Maintenance Agreement (RMA). The RMA stipulates that before work can commence in an area, an assessment must be conducted to identify endangered species habitat. In FY 15-16 crews that were trained to identify potential habitat spent a total of 396.8 hours performing habitat assessments. As endangered species are identified, they are reported to CDFW, which then provides County staff with guidelines to move forward with work. These guidelines may include full time monitoring of the jobsite by a professional biologist.

- Flood control vegetation and erosion management using California natives

The County Flood Control District is partnering with The Restoration Trust, an Oakland-based non-profit organization promoting habitat restoration and stewardship, in a native planting experiment along Clayton Valley Drain (near Hwy 4 adjacent to Walnut Creek). The study is examining the survival of several California natives: Santa Barbara sedge, (*Carex barbarae*), common rush (*Juncus effusus*), Baltic rush (*Juncus balticus*), field sedge (*Carex praegracilis*), and creeping wild rye (*Leymus triticoides*).

The original planting occurred in December 2013, and in December 2014 volunteers focused on supplemental planting in the same location to replace drought damaged plants. Santa Barbara sedge, common rush, Baltic rush, and field sedge were planted on the lower terrace near the creek and the creeping wild rye was planted on the slopes of the channel.

On December 12, 2015, 42 volunteers picked up over 20 bags of garbage along this area of Clayton Valley Drain before planting 5,000 plugs of wild rye. Since the native plants from 2013 and 2014 were thriving, the volunteers concentrated on planting upstream from the original site to expand the project.



Students collecting trash on Clayton Valley Drain.

The Division continues, at the request of The Restoration Trust, to spray the area for broadleaf weeds to reduce competition and provide the native plants with an advantage. The Division has also been providing hand and mechanical mowing, as requested.

The native species that were planted spread from underground rhizomes that anchor the soil and provide erosion control. They are perennial species that stay green year around and thus are resistant to fire. The plants are compatible with flood control objectives since they do not have woody stems, and during flood events, they lie down on the slope which reduces flow impedance. They are not sensitive to

The volunteers included students from Pittsburg High School, Antioch High, and Boy Scout Troop 238 as well as Public Works employees and community members.

This year volunteers will gather again to replant, weed, and pick up trash on December 10.

The Division continues, at the



Students planting grass plugs.

broadleaf-specific herbicides, and unlike non-native annuals, they provide carbon sequestration and remove as much as ½ ton of carbon per acre per year.

The Restoration Trust will monitor these plots until 2018 to assess native plant survival and the degree to which they compete with the non-native annual species.



Scouts discussing the location of an owl box in Livorna Park, Alamo

- Owl box installation in Livorna Park

In August, the County Clean Water Program and the Public Works Special Districts Division partnered with Boy Scout Troop 815 to install an owl nesting box in Livorna Park in Alamo. Eagle Scout, Henry Helstad, led a team of Boy Scouts in building and installing the owl box. County staff and Susan Captain, a public member of the IPM Advisory Committee, provided assistance. Over 140 hours were volunteered to propose, plan, and complete this project. Scouts distributed handouts to residents around Livorna Park to inform the neighbors of the project and the environmental benefits.

In October, Susan Captain made a presentation about the owl box to the Alamo Municipal Advisory Committee, and spoke about the importance of not using rodenticide so that the owls

will not be at risk for secondary poisoning from eating poisoned rodents. The presentation was very well-received and excited residents asked about how to erect owl boxes in their backyards.

Public Works Special Districts, which manages Livorna Park, no longer uses rodenticide to control rats in the park. Rats had been girdling plants along the edge of the park and rodenticide had been used to control the population. Traps were also used, but nothing was caught in the traps. The plants have grown considerably and are no longer in danger from the gnawing, so the rat bait boxes have been removed from the park.

The owl box is designed for a barn owl. A family of owls can consume 3,000 rodents (voles, mice, rats, and squirrels) during a 4 month nesting period. Everyone is hopeful that a pair of barn owls will find and occupy the box in the next year or so and help to provide rat control at the park and surrounding neighborhood. Since gophers spend most of their time underground, owls will likely have little impact on that rodent. It is important to note that although predators like owls can prune a rodent population, they will not control the population, especially considering the fecundity of these animals.



Scouts with the finished owl box

The Special Districts vertebrate pest contractor will monitor the box for owls and clean the box annually once it is occupied. Grounds maintenance staff at Livorna will also monitor the box.

- Grazing as a vegetation management tool

The Division continues to fine tune its use of grazing to improve the tool's effectiveness and economic viability. Using grazing as a management tool is complicated and very dependent on site-specific conditions. Grazing is not appropriate in all situations and could not, for instance, be used on the side of County roads without endangering both the animals and motorists. Many factors raise or lower the cost per acre for grazing, including the size of the parcel (at larger sites the cost of moving the goats in and out is spread over a number of acres), whether the animals can easily enter the site, the amount of fencing necessary, how many times the animals must be moved within the job site coupled with the ease with which that can be done, whether water is available or must be trucked in, and the season in which the animals are being used (costs are lower when demand is lower, e.g., in fall and winter).

- Ideal grazing situations for fire prevention

The Division has found that the following situations are ideal for meeting fire prevention standards with grazing:

1. Sensitive sites with endangered or threatened species where mowing could kill animals and where herbicides are restricted
2. Sites where access is difficult for people or machines
3. Sites with steep slopes or uneven terrain that would have to be mowed by hand and that present dangerous working conditions for staff
4. Sites that are too wet for either hand or machine mowing

- Areas not suited for grazing

1. One to two acre sites are not economical because of the cost of getting the animals in and out.
2. Unfenced areas along roadsides are not appropriate because of safety issues and because of the cost of fencing off a narrow band of land and continually moving animals along the road.
3. In the winter, grazing animals cannot be used on the rain softened creek banks and the ground adjacent to the banks because of the danger of causing erosion.

- Advances in grazing strategy

The Division continues to take advantage of the time after a site has been grazed. When goats remove vegetation, staff can inspect flood control facilities much more effectively. Goats were used this year to prepare various creeks for their annual or biennial inspection by the Army Corp of Engineers. This made the Corp's job much easier, and they were very grateful.

Staff have always monitored the integrity of the slopes and the presence of invasive and other problematic weeds, but when vegetation is very low, it is much easier to see the condition of the flood control facilities and easier to spot treat for hard-to-control weeds. This combination of grazing and herbicides has proven very effective.

In the last few years, the Division has coordinated with the grazing contractor to use County land as staging areas for goat herds in late summer and early fall. The County continues to improve their strategic use of goats in the off-season. The County contracts for grazing on a certain portion of a creek, and then the contractor is allowed to use that area and the surrounding area as needed, with the approval of the Division, to stage animals between jobs for the County or other clients. The County is central to the area serviced by the grazer so that animals need not be trucked back to their farm between each job. In return, the County gains the benefit of free grazing on various creeks or detention basins.

- Grazing costs

Costs vary widely among sites. This year costs ranged from \$3,440/acre to graze Lower Bogue Basin to \$546/acre to graze Trembath Basin. Lower Bogue is only 1.25 acres, but it is tucked behind an Alamo subdivision with a locked gate, and water must be trucked in for the goats. Difficult access and no water greatly increase the cost. Trembath Basin is 15 acres of open area with water and easy access.

By using goats in the off season (late summer through fall) and allowing the grazer to use County land for staging herds, the County has been able to bring down the overall cost per acre for the year. Not all sites are appropriate for these strategies, and while late season grazing has been beneficial for both the Division and the grazer, it does not mean that just any location can be grazed in the off season at a reduced price.

Peak season grazing is used mainly for fire prevention, but off season grazing in flood control channels has goals and benefits that are somewhat different.

The reduction of vegetation:

1. Lessens the late-season fire danger in the channels
2. Allows for a more thorough inspection of the channels to comply with Army Corp of Engineers maintenance standards
3. Allows staff to more easily see and treat invasive and other problematic weeds



4. Reduces obstacles in the channels that could impede the flow of water during a rain event
5. Reduces cover and thus discourages homeless encampments

Off season grazing benefits both the County and the grazer. It is less costly for the County because demand for grazing is low in the off season, and the grazing contractor has forage for the animals, which must be fed in the off season as well. Because of the arrangement the County has made with the grazer, their animals also graze additional acreage for free in the late season. This year, because of a widespread shortage of feed and hay, prices shot up making off season grazing in County flood control channels very attractive.

**Cost of Grazing for Fire Prevention**

Fiscal Year	Acres Grazed and Paid for	Total Cost for Paid Acres Grazed	Average Cost/Acre	Bonus Acres Grazed for Free in Off Season	Total Acres Grazed in County	Average Cost/Acre for All Acres Grazed
12-13	74	\$88,100	\$1191	0	74	\$1191
13-14	113	\$123,660	\$1094	70	183	\$676
14-15	190	\$161,700	\$851	177	367	\$441
15-16	156	\$148,900	\$954	158	314	\$474

- Grazing a permanent tool in the IPM toolbox

Grazing is now one of the Division’s established tools for vegetation management. Grazing is not appropriate in every situation, but its use by the Division has been expanding and evolving to include quite a number of different objectives. In the years to come, the Division will continue to refine the decision making process for deploying grazing in order to increase effectiveness and economy.

- Using mulch for weed suppression

The effects of the drought continue to kill thousands of trees in the County. The Division chips prunings and dead trees into mulch that is being used more extensively along fencelines above flood control channels and in empty County parcels. Logs that are too large for the Division’s chipper go to the Grounds Division for chipping and use on County landscapes.



Mulch along the access road on Walnut Creek

- Fire fuel reduction challenges in 2016

Fire prevention weed abatement is time-sensitive, and historically the deadline has been July 1. If weed abatement was not completed by that date, the County could incur fines from the fire districts. In FY 14-15, the dry weather forced the deadline to May 1. This year fire districts were again requiring weed abatement to be completed in some areas by May 1. The Routine Maintenance Agreement with the state Department of Fish and Wildlife stipulates that no work can begin in Contra Costa flood control channels prior to April 15. Once again, it was impossible for staff to complete all the mowing in the two to four week window mandated by the fire districts. Because some areas were mowed so early in the season, crews had to return to mow them a second time because vegetation had grown back.

Rainfall was more predictable this past winter which made pre-emergent herbicides perform better than last year. However, because of low staffing levels, the Division was not able to apply pre-emergents to all the usual areas, which meant staff had to spend more time and herbicide on spot treatments of weeds throughout the season. Pre-emergent herbicides are used to suppress germination of weeds so that less herbicide is needed for control the rest of the year.

Along flood control channels, the weed abatement crew is trying to apply pre-emergents around gates, fencelines, and flood control structures so that when mowing crews come through, they can spend less time hand mowing thus making it more likely that the County can meet its fire fuel reduction deadlines.

- Buffer zones for certain pesticides enjoined by the courts  
Several lawsuits brought by environmental organizations against the EPA have been temporarily settled by the delineation of buffer zones in and around habitat for a number of endangered or threatened species in the Bay Area. The Department continues to work within the guidelines of the injunctions to assess work sites and implement buffer zones before using any of the enjoined pesticides.

### ***Roadside and Flood Control Maintenance Division Challenges***

- Results of five years of drought  
Even with a more or less normal rainfall this past winter, conditions continue to select for the tougher and weedier species along the roads and flood control channels. The dry soil conditions have suppressed the growth of some weeds, and without competition, the hardier weeds have more room and freedom to grow. Crews are seeing a continued increase in kochia (*Bassia* sp.), stinkwort (*Dittrichia graveolens*), Russian thistle (*Salsola* spp.), fleabane (*Conyza* sp.) and mare's tail (*Conyza canadensis*), all weeds that emerge late in the season and are difficult to control. These weeds are often on private land adjacent to rights-of-way where the County has no jurisdiction.
- El Niño winter  
The Flood Control District took predictions of heavy rains very seriously and made sure that flood control facilities were ready for the worst. As a consequence, all flood control facilities performed as they should with the normal amount of rainfall received in the County this past winter.
- Cost implications of regulations  
Compliance with Routine Maintenance Agreement (RMA) requirements has considerable effect on the cost of operations. As mentioned above, work within CDFW jurisdiction requires a habitat assessment prior to start of work so that RMA-listed species are not harmed. Crews again identified listed species at a couple of job sites and consultation with CDFW resulted in using alternative work methods that were more costly.
- Cost implications of various management techniques  
In FY 15-16, 55% of the Division's expenditures on vegetation management was spent on non-chemical treatment methods, while the number of acres treated non-chemically was 23% of the total acres treated (see the chart below for details).

Two years ago, the safety requirements for mowing were increased and these measures continue in effect. These measures will help prevent fires and injuries to workers but will increase the cost of mowing. The following are the additional safety mandates from CalFire:

1. Crews must have access to a water truck or a 5 gallon backpack type water fire extinguisher.
2. A worker trained in using the fire-fighting equipment on the truck must be added to a mowing crew to continuously monitor the weather and serve as a lookout.
3. If the height of the vegetation requires that a worker scout the ground ahead of the mower, a separate person must be assigned to perform that function.
4. If the ambient air temperature reaches 80° F, the relative humidity is 30% or lower, or if wind speeds reach 10 mph or higher, mowing cannot begin or must stop immediately.

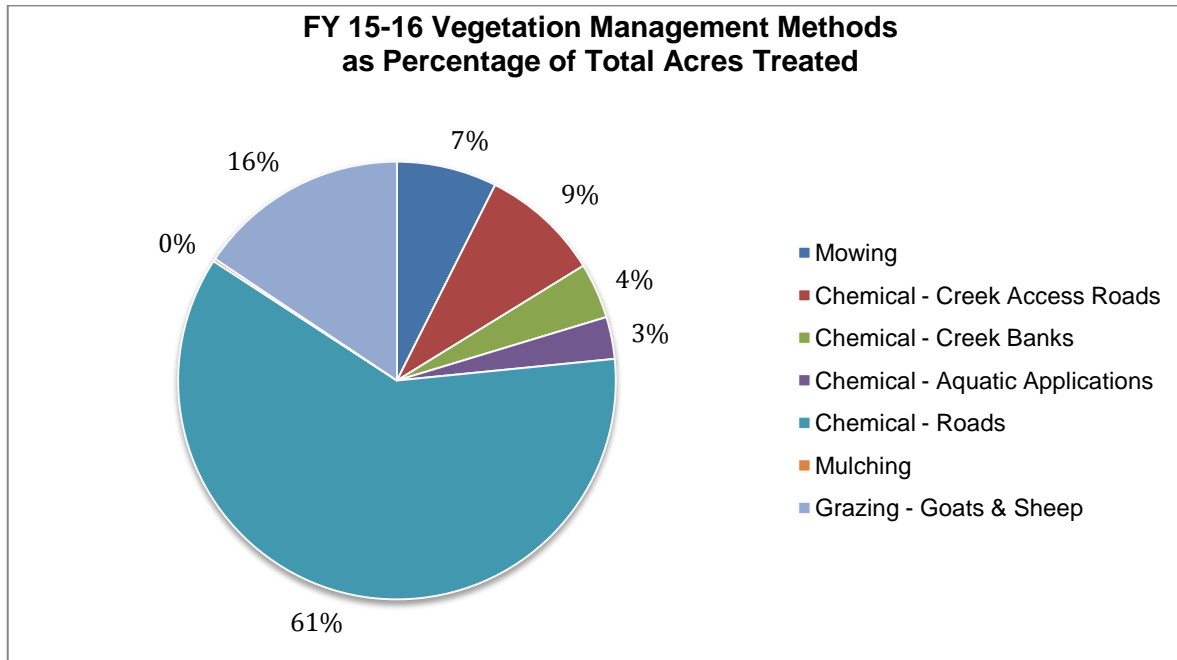
**A Cost\* Comparison of Vegetation Management Methods for Roadsides and Flood Control Channels  
Fiscal Year 2015-2016**

Vegetation Management Method	Acres Treated	% of Total Acres Treated	Total Cost for all acres treated	Cost/Acre	% of Total Cost for all acres treated
Chemical Treatment - Roads	1222	61%	\$196,968	\$161	28%
Right of Way Mowing	150	7%	\$216,749	\$1,445**	31%
Chemical Treatment – Creek Access Roads	178	9%	\$56,761	\$319	8%
Chemical Treatment – Creek Banks	83	4%	\$18,462	\$222	3%
Grazing – Peak and Off Season	314	16%	\$148,900	\$474	21%
Chemical Treatment - Aquatic Applications	63	3%	\$45,931	\$729	6%
Mulching	4	0.2%	\$17,929	\$4,482	3%
Totals	2014		\$701,700		

\* The cost figures above for each method include labor, materials, equipment costs, contract costs (for grazing), and overhead, which includes training, permit costs, and habitat assessment costs. Licensing costs for staff members are paid by the individual and not by the County. The cost of the Vegetation Management Supervisor when he supervises work is not included in any of the figures, but is comparable among the various methods.

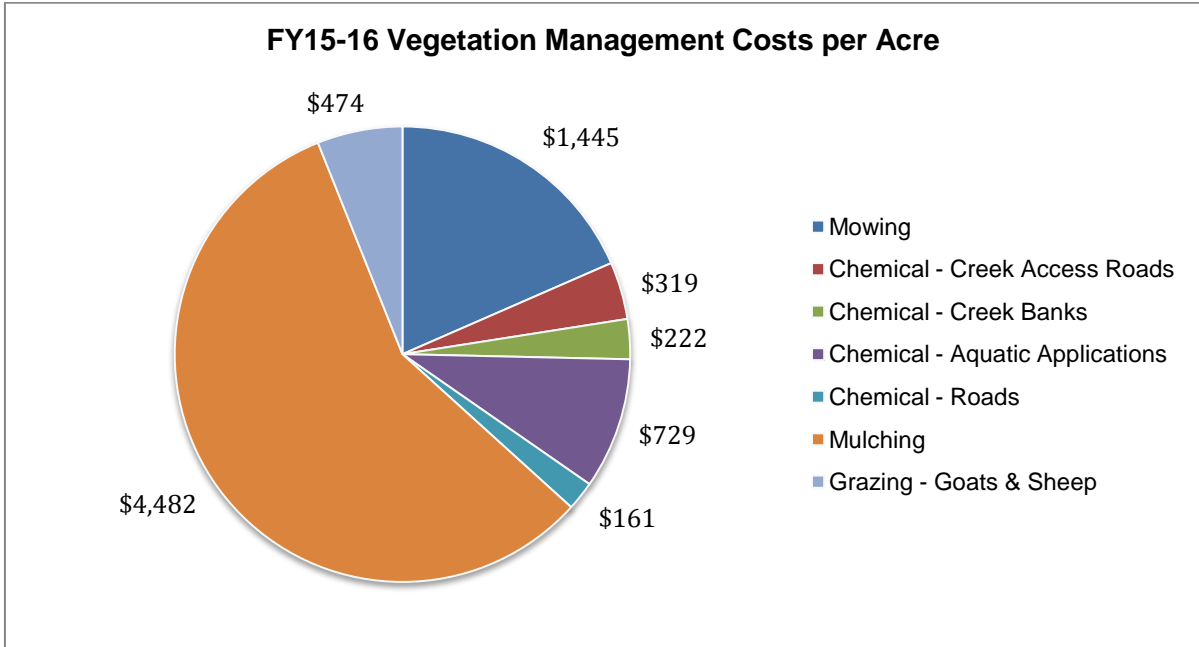
\*\* The cost of right of way mowing continues to increase due to the new fire prevention regulations (FY13-14=\$762/A; FY14-15=\$828/A; FY15-16 \$1,445/A).

With limited budget, staff, and equipment, the Division must make strategic decisions about where to deploy their resources in order to meet their mandates of managing vegetation for fire and flood prevention and for road safety. The Division is managing weeds in a biological system, and factors such as weather, rainfall, weed growth patterns, timing for optimum weed susceptibility to the treatment method, and threatened and endangered species issues must also be factored into management decisions. The pie charts below further illustrate the cost of various management techniques and show how the Division has allocated resources.



Note: The legend to the right of the pie chart identifies slices starting from 12 o'clock and continuing clockwise.





Note: The legend to the right of the pie chart identifies slices starting from 12 o'clock and continuing clockwise.

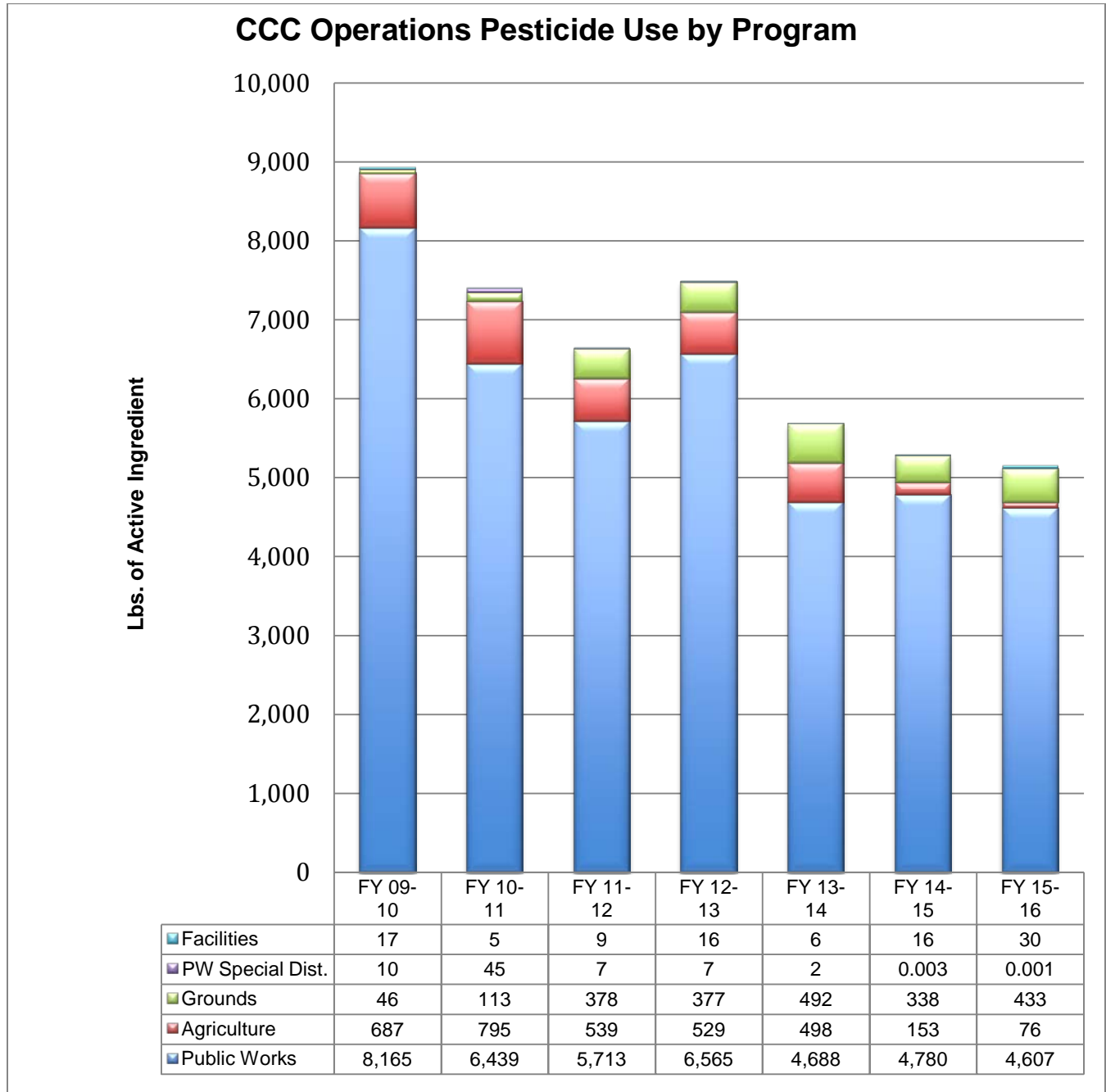
- Weather**  
 Mowing, as well as the application of herbicides, is highly dependent upon weather conditions. Weather can affect when herbicides can or must be applied and can also affect when mowing can or should occur. Weather can substantially alter the size and type of the weed load or its distribution over time and space. The Department has a limited capacity to use mowing because of a number of factors including vacancies in vegetation management staff, the Department’s limited budget for weed abatement, and the limited number of tractor mowers (two). The Department faces a continued challenge of balancing the use of herbicides to control weed growth with the Department’s capacity to mow or to graze with goats or sheep within the confines of the budget and the timeline to prevent fires.

Using mowers during hot, dry weather also poses a hazard of its own: sparks caused by the metal mower blades striking rocks or metal debris can ignite tinder-dry grass.

- Staffing**  
 The Vegetation Management crew is still understaffed with four personnel as compared to a staff of six in 2009. Full staffing would consist of three vegetation management techs, two senior vegetation management techs, and one supervisor. Currently the crew is short one vegetation management tech and has no permanent supervisor. Peter Gollinger, who had been the Vegetation Management Supervisor, was promoted to Assistant Field Operations Manager. Currently, Peter Gollinger is performing the duties of both his old and new positions.

## Pesticide Use by Contra Costa County Operations

Starting in FY 00-01, the IPM Task Force annually reported pesticide use data to the Transportation, Water, and Infrastructure Committee for the County departments involved in pest management. The IPM Coordinator has continued this task. Below is a bar chart of pesticide use over the last 7 years. For information on pesticide use reporting and for more detailed pesticide use data including total product use, see Attachment C and the separate County Pesticide Use Spreadsheet.



### Increase in Pesticide Use by the Facilities Division

In FY 15-16 Pestec used 14 more pounds of active ingredients in and around County building than last year primarily due to the numerous Argentine ant infestations. Argentine ants feed on honeydew produced by insects such as aphids and scales. The sustained drought has reduced the vegetation that harbors these insects, and watering restrictions have eliminated much of the soil moisture available in the summer. These two factors forced Argentine ants closer to buildings where limited irrigation provided water and sustained plant growth. This led to more incursions into buildings earlier in the year and more often as they searched for food and water.

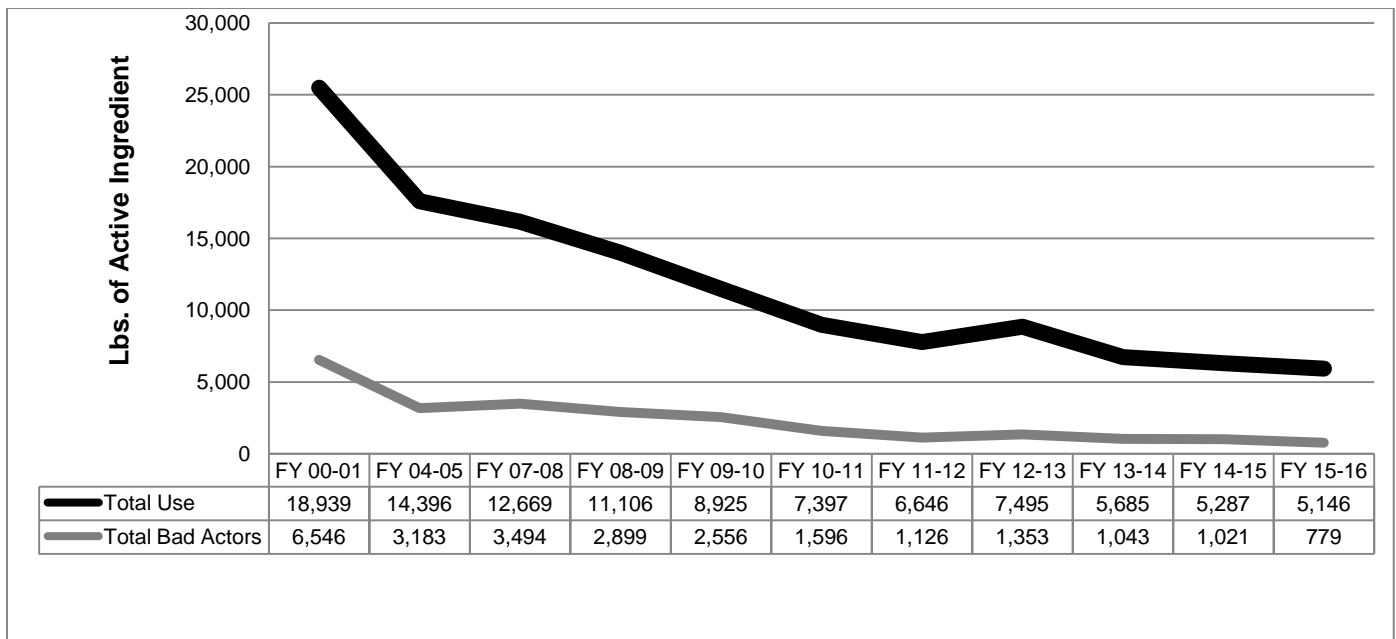
### Concern about “Bad Actor” Pesticides

There has been concern among members of the public and within the County about the use of “Bad Actor” pesticides by County departments. “Bad Actor” is a term coined by the Pesticide Action Network (PAN) and Californians for Pesticide Reform to identify a “most toxic” set of pesticides. These pesticides are at least one of the following: known or probable carcinogens, reproductive or developmental toxicants, cholinesterase inhibitors, known groundwater contaminants, or pesticides with high acute toxicity.

Parents for a Safer Environment has requested that additional pesticides be reported as “Bad Actors”, but in 2013 after studying this request and consulting Dr. Susan Kegley, who was instrumental in developing the PAN pesticide database, the IPM Advisory Committee decided that the County will report as “Bad Actor” pesticides only those that are designated as such in the PAN database.

The County’s use of these particular pesticides has decreased dramatically since FY 00-01 as shown in the chart below. In Fiscal Year 2000-2001, County operations used 6,546 lbs. of “Bad Actor” active ingredients and this year used only 779 lbs.

**CCC Operations Total Pesticide Use vs. ‘Bad Actor’ Use**



## Rodenticide Use

The Department of Agriculture uses rodenticide for ground squirrels whose burrowing threatens critical infrastructure in the County, such as roads, levees, earthen dams, and railroad embankments. In Special Districts, at Livorna Park and around the playing field at Alamo School, gophers, moles, and voles are managed by trapping with some limited use of rodenticides.

### “First generation” vs. “second generation” anticoagulant rodenticides

Anticoagulants prevent blood from clotting and cause death by internal bleeding. In small doses they are used therapeutically in humans for a number of heart ailments. Vitamin K<sub>1</sub> is the antidote for anticoagulant poisoning, and is readily available. (There are some types of rodenticides for which there is no antidote.)

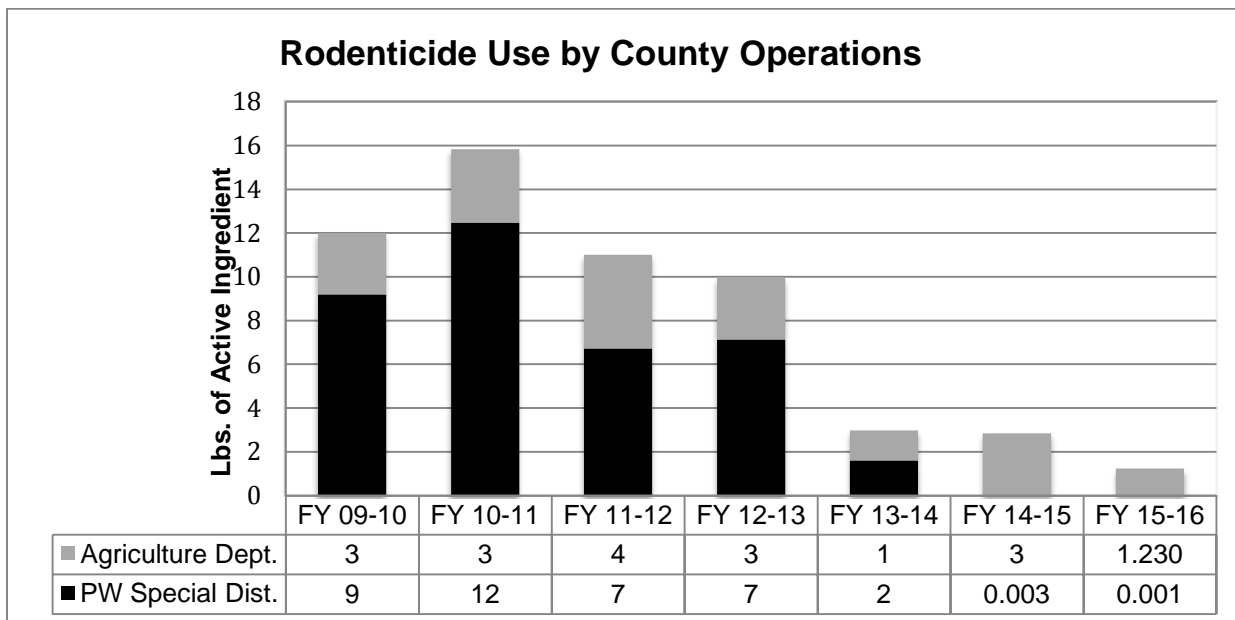
When anticoagulant rodenticides are necessary, the County uses first generation anticoagulant baits. First generation anticoagulants require multiple feedings over several days to a week to kill.

Second generation anticoagulants are designed to kill after a single feeding and pose a greater risk to animals that eat poisoned rodents. If the rodent continues to feed on a second generation anticoagulant after it eats a toxic dose at the first meal, it may build up more than a lethal dose in its body before the clotting factors run out and the animal dies. Residues of second generation anticoagulants may remain in liver tissue for many weeks. Because rodents poisoned by second generation anticoagulants can carry a heavier load of more toxic poison that persists in their bodies for a long period of time, the risk of death is increased for a predator that eats rodents poisoned by second generation anticoagulants.

The first generation materials are cleared much more rapidly from animal tissues and have a much reduced potential for secondary kill when compared to second generation materials. However, the first generation anticoagulants can also kill animals that eat poisoned rodents.

As noted earlier in this report, the Agriculture Department has revised its ground squirrel baiting procedure to reduce the amount of treated grain used. The Agriculture Department also mitigates the risk of secondary poisoning by performing carcass surveys in all areas treated with anticoagulants whether or not it is required by endangered species restrictions.

Below, rodenticide use has been plotted separately from other pesticides used by the County.



\* The Agriculture Department uses primarily diphacinone treated grain bait, but in years past they also used some gas cartridges as fumigation agents.

In FY 15-16, Special Districts used only diphacinone, but in years past, their use was more than 99% aluminum phosphide, which is a fumigant and not an anticoagulant rodenticide.

## **Trends in Pesticide Use**

A change in pesticide use from one year to the next does not necessarily indicate a long-term trend. Long-term trends are more meaningful than short-term changes. It is important to understand that pesticide use can increase and decrease depending on the pest population, the weather, the invasion of new and perhaps difficult to control pests, the use of new products that contain small percentages of active ingredient, the use of chemicals that are less hazardous but not as effective, the addition or subtraction of new pest management projects to a department's workload, and cuts to budgets or staff that make it difficult or impossible to use alternate methods of control.

The County's pesticide use trend follows a trend typical of other pollution reduction programs. Early reductions are dramatic during the period when changes that are easy to make are accomplished. When this "low-hanging fruit" has been plucked, it takes more time and effort to investigate and analyze where additional changes can be made. Since FY 00-01, the County has reduced its use of pesticide by 73%. If further reductions in pesticide use are to be made, it will require time for focused study and additional funding for implementation.

# Departmental Integrated Pest Management Priorities For 2017

## Agriculture Department Priorities for 2017

- Continue the County's highly effective invasive weed program  
The Agriculture Department will give priority to weed work under contract with local parks and municipalities. Artichoke thistle and purple starthistle will remain the primary target weeds for the 2017 season. The Department will move toward a more collaborative role with private landowners and will help them develop weed management plans and will encourage landowners to take the primary role for weed control on their properties.

The Department will continue to respond to any "A rated" weed that enters the county with surveys and treatment.

- Ground Squirrel Management Program

The Agricultural Department will continue to provide information and resources to the County, municipalities, growers and the general public on the control of ground squirrels. Without effective control measures, ground squirrels will damage crops and infrastructure, such as earthen dams, levees, and highways. The economic and environmental consequences would be substantial.

Over the years the Department has experimented with raptor perches, exclusion techniques, and live trapping as alternatives to traditional baiting. Although some of these methods could provide reasonable control with small, limited infestations of ground squirrels, all of these methods are considerably more costly and less effective on a larger scale. The Department continues to search for the most effective, least toxic, and most economical solutions for controlling ground squirrels within our county by consulting with researchers, the University of California Cooperative Extension Service, the California Department of Food and Agriculture, other counties, and with industry.

## Public Works Department Priorities for 2017

### *Facilities Division*

- Continue working to fix structural deficiencies in County buildings
- Continue monitoring the bed bug situation in County buildings and providing awareness training if necessary

### *Grounds Division*

- Fill the Grounds Supervisor position
- Continue removing hazard trees and trees killed by the drought—where appropriate and where there is funding, trees will be replaced with drought tolerant species
- Continue installing smart irrigation controllers throughout the County, and continue to conserve water as much as possible
- Continue diverting green waste from the landfill by chipping prunings and using the material in place
- Continue chipping large logs from PGE, tree companies, and Public Works Maintenance for mulch—the mulch will be used to suppress weeds wherever possible
- Continue hand weeding wherever and whenever feasible—using mulch facilitates hand weeding
- Continue educating the public to help them raise their tolerance of weeds
- Continue working on the rejuvenation of aging County landscapes
- Continue raising the level of service on County property

### ***Roadside and Flood Control Maintenance Division***

- Fine-tune grazing in the off peak season  
Grazing is working well during the peak season. The Department will continue working with grazing contractors to fine-tune the use of goats and/or sheep during the off peak season at a reduced cost in areas such as detention basins, flood control channels, and other secure locations.
- Continue to refine IPM practices  
The Division would like to incorporate more innovation into the vegetation management program, and will be looking at testing and/or incorporating new vegetation management techniques, technology, software, equipment, machinery, and chemicals.
- Coordinate work efforts more closely with other Public Works Department crews  
There are many instances where the Vegetation Management Crew could anticipate performing work that can aid other Department crews such as Road Maintenance, Flood Control, and Airport Operations. Peter Gollinger, as the new Assistant Field Operations Manager, is now in a position to facilitate that kind of coordination.





## **Attachment A.**

- **Report of the Decision-Making Subcommittee to the Contra Costa County IPM Committee**
  
- **Decision-Making Documents**
  - Rats in Livorna Park
  - Gophers in County Landscaping (Draft)

## **Report of the Decision-Making Subcommittee to the Contra Costa County IPM Committee.**

Prepared by Andrew M. Sutherland, Subcommittee Chair, September 2016

### **Members**

Susan Captain

Jim Cartan

Jim Donnelly – vice chair

Andrew Sutherland - chair

Larry Yost

The Decision-Making Subcommittee has met five times so far in 2016: April 21, May 20, June 16, August 12 and September 16.

Considering feedback from the Departments as well as the community, the subcommittee decided that it would tackle documentation of rodent management within Special Districts while simultaneously gathering information from other counties about vegetation management along rights-of-way, focusing on roadsides and flood control channels. Uses of rodenticides and herbicides by the County continue to be of interest to the community, and the subcommittee felt that documentation of these pest situations may potentially lead to improved community relations, consideration of alternative tactics and continued reductions in pesticide use.

Decision-making documents were developed for

- Gophers (Special Districts)
- Rats (Special Districts)

The subcommittee reviewed each document with the IPM Coordinator and made requests for a number of changes, clarifications, and improvements. Improvements added include:

- A ‘Recommendations’ section where suggestions about alternative tactics, community involvement, and special projects and ideas related to the pest situation could be entered.
- Increased documentation of sampling programs utilized, thresholds, and selection processes for management tactics.

After hearing from the Special Districts Manager, the subcommittee was struck by the unique structure and function of the County’s Special Districts. Programs are funded by the communities served, but there may not be much awareness within the community of tactics utilized nor of the overall management strategies employed. The subcommittee is still considering how the County may improve communication between parties within this process. As part of the investigation into the Special Districts’ pest management programs, the subcommittee has decided to review the County’s IPM Policy and associated Administrative Bulletin, the Public Works Landscape Standards, and the purchase order / scope of work for the Special Districts’ rodent management contractor to ensure contracts are in accordance with policies and to explore ways in which such accordances may be improved. This investigation is ongoing.

In order to prepare for the creation and review of a very large and complex decision document (Weed Management along Roadsides and Flood Control Channels), the subcommittee decided to begin gathering information from other counties while the IPM Coordinator began documenting current County practices. This information will enable the subcommittee to tackle this large decision document immediately during the next term. Subcommittee members have already gathered detailed information about vegetation management practices as well as associated costs and benefits from Alameda County, Yolo County, San Mateo County, Santa Clara County, and Solano County. The subcommittee has suggested that invitations be extended to representatives of some of these counties to travel to Contra Costa County in order to share their successes, failures, and general experiences with the subcommittee during the decision document creation and consideration processes next term. This information gathering process is ongoing.

It was decided that any improvements would be added to documents going forward, and previous documents would be updated in the future. Decision-making documents are considered current as of the date on the document.

The current versions of the decision-making documents that were reviewed this year are attached. The committee considers the rat decision document to be finished, but the gopher decision document is still being reviewed and may be revised in the future.

**Contra Costa County**  
**DECISION DOCUMENTATION for RAT MANAGEMENT AT LIVORNA PARK**

Date: 8/4/2016

Department: Special Districts

Location: Livorna Park in Alamo and potentially other sites in the future

Situation: Rat management to protect human health & safety, ornamental plantings, and structures in Livorna Park

<b>What are the management goals for the sites?</b>	<p>Livorna Park is the only park managed by County Special Districts where rats have been a problem over the past few years. They were damaging young hibiscus bushes at the edge of the park in the bed above the retaining wall by chewing on the bark. Currently rats are not an issue at Livorna or in any other Special District landscaping or park locations. However, it is possible that in the future Livorna Park or another area may have rat problems. The management goals would still be the following:</p> <ul style="list-style-type: none"> <li>• Prevent rats from killing or damaging plants by gnawing on the bark.</li> <li>• Protect public health.</li> <li>• Protect park structures from damage.</li> </ul>	
<b>Who has jurisdiction over the areas in question?</b>	<p>The County has jurisdiction over the facilities in question; however, the County does not control the source and amount of funding for pest management.</p>	
<b>How are the sites monitored and how frequently?</b>	<p>Various.          Livorna Park is monitored weekly by landscape maintenance personnel from the County Grounds Division. The site is also monitored monthly by the vertebrate pest management contractor for Special Districts. Monitoring is done by visual inspection, looking for evidence of chewing on shrubs, evidence of runs, droppings.</p>	
<b>The problem species have been identified as the following:</b>	<p><b>Roof rat (<i>Rattus rattus</i>)</b>          Roof rats are omnivorous, but tend to more vegetarian preferences. Typical food is fresh fruit, plant material, nuts and seeds, vegetables and tree bark.          Rats can damage or kill shrubs and young trees by gnawing on the bark or girdling the plant. Rats damage structures by gnawing and can cause electrical fires by chewing off insulation around electrical wires. They contaminate surfaces and food with urine and feces. These rodents are carriers of ectoparasites such as fleas and mites that can bite people, and they are implicated in the transmission of 55 different human pathogens.</p>	
<b>What is the tolerance level for these species?</b>	<p><b>Tolerance level:</b> Any evidence of roof rats, such as gnawing on bark, evidence of runs, droppings, or gnawing on structures or wires, triggers a more thorough investigation. Treatment actions would begin if rats were seriously damaging shrubs or if there were evidence of on-going damage to infrastructure. Treatment ceases when new damage is no longer evident.</p>	
<b>Are these sensitive sites?</b>	<p>Is the site part of any of the court-ordered injunctions regarding threatened and endangered species?          Are there other sensitive species to be aware of?              In urban areas, pets as well as birds of prey, and sometimes wild mammalian predators feed on rodents. Pets and other urban wildlife could feed directly on rodenticides if the bait were not secured inside a tamper-resistant bait station.</p>	<p>Livorna Park is not part of any injunction, but if problems arose at other sites, this question would be revisited.</p>
	<p>Is there known or potential habitat for any endangered or threatened species at any of the sites?</p>	<p>No for Livorna Park, but for other sites, this question would be revisited.</p>
	<p>Are any of the sites in or near an area where people walk or children play?</p>	<p>Yes</p>
	<p>Are any of the sites near a drinking water reservoir?</p>	<p>N/A</p>

	Are any of the sites near a creek or flood control channel?	N/A
<p><b>Which cultural controls were considered?</b></p>	<p><b>Limiting availability of shelter/harborage for rodents</b></p> <ul style="list-style-type: none"> <li>• Trim bushes and ground covers at least 2 feet away from any structure to decrease cover for rodent runways, to prevent hidden access to buildings, and to make inspections easier.</li> <li>• Prune shrubs and hedges up from the ground at least 12 inches so the ground beneath is open and visible. Remove weeds under shrubs.</li> <li>• Thin bushes until daylight can be seen through them. Keep all plantings airy to eliminate harborage.</li> <li>• Keep tree branches pruned at least 6 feet away from any structures.</li> <li>• Do not plant vines.</li> <li>• Do not plant dense ground covers or hedges.</li> <li>• Do not plant ivy and date palms because rats can live in and feed on these plants.</li> <li>• Remove rock and wood piles and construction debris.</li> <li>• Seal holes in structures that allow rodents access to shelter or harborage in the buildings.</li> <li>• Keep weedy grasses trimmed low and/or eliminate them to reduce harborage and food from seeds.</li> </ul> <p><b>Limiting availability of food for rodents</b></p> <ul style="list-style-type: none"> <li>• Use garbage cans that rats cannot access.</li> <li>• Remove garbage daily, ideally before nightfall, since rodents will be feeding at night.</li> </ul> <p><b>CONCLUSIONS: All of these tactics are very important in reducing the number of rodents in and around structures. All of these tactics are used where appropriate in the County.</b></p>	
<p><b>Which physical controls were considered?</b></p>	<p>Trapping requires more time, effort, and skill than other control methods, but has several advantages: you can see your success, no rodenticides are necessary, and there is no risk of secondary poisoning.</p> <p><b>Live Trapping:</b> Rats caught in live traps would have to be humanely euthanized and would require a contractor with that capability.</p> <p>Glue boards are useful in certain situations, but glue boards are generally considered inhumane since rodents caught in the glue usually die slowly and with much struggle. Outdoors, glue boards would quickly be rendered ineffective by dirt and debris.</p> <p><b>Kill trapping:</b> Snap traps are effective for roof rats and can be used both indoors and out at any time of the year. In general, they should be baited with something that is attractive to the roof rats. Traps must be placed where they will not attract attention and where children and adults will not accidentally encounter them. Trap placement is crucial for success and in general, it is important to use more, rather than fewer traps.</p> <p>Outdoors, snap traps can be used inside of rodent bait stations. This makes the trap inaccessible and hides catches from public view. Pestec IPM Provider, the current County structural IPM contractor uses Protecta Sidewinder® Bait Stations, but other brands that will easily accommodate the trap with its jaws open will work. Pestec places an unset snap trap (T-Rex®) and a non-toxic feeding block (Detex Blox®) inside the bait station. The purpose of the feeding block is to entice rats inside and to accustom them to entering the bait station safely. When monitoring shows that rats are feeding on the Detex Blox, the snap trap inside the station is baited and set. Pestec considers T-Rex traps to be the best choice for using inside a bait station. The bait stations should be inspected within a week to remove trapped rodents. At this point, the bait is refreshed and the traps are reset. When no more rodents are being trapped, the traps are deactivated and the technician returns to monitoring the station for feeding activity.</p> <p>Electronic traps are also available for rats and mice. These electrocute the rodent and need batteries to operate. They are also 7 to 8 times more expensive than a T-Rex trap, and must be monitored for battery replacement.</p> <p><b>CONCLUSIONS: Trapping is very effective and is the only method of direct control used around County buildings, barring a public health emergency. In Livorna Park, both trapping and rodenticides have been used in the past; however, trapping was not successful, and no rats were caught. Nevertheless, trapping should always be considered first.</b></p>	
<p><b>Which biological controls were considered?</b></p>	<p><b>Biological controls available:</b> There are a number of animals that prey on rats and mice, including cats and owls. Predators can prune rat populations, but they cannot provide the degree of control necessary in a specific location. Cats and dogs are often found living in close association with an infestation of rats.</p> <p><b>CONCLUSIONS: There are no biological controls that alone could reliably reduce the rat population below the damage threshold.</b></p> <p><b>The County, however, has erected an owl box in Livorna Park because natural predators can aid the County's efforts considerably. The County is not currently using rodenticide in the park but could not control whether residents around the park use rodenticides. Any owls nesting in the box at Livorna</b></p>	

	<p>Park could be at risk for poisoning. To reduce the risk, the County will place posters in the park explaining the purpose of the owl box, and the Eagle Scout who took on this project will prepare information about owl boxes and alternative rodent management that will be reviewed by the IPM Coordinator and then disseminated to the neighbors in hopes of curtailing the use of rodenticides. Supervisor Andersen's office will give a presentation at the Alamo Municipal Advisory Council's next meeting to explain the project and urge people to consider managing rodents around their homes with methods other than rodenticides. An article about the project will also be in the Supervisor's next newsletter.</p> <p>The scout troop will be responsible for maintenance of the owl box including a yearly cleaning.</p>
<p><b>Which chemical controls were considered?</b></p>	<p>Since an owl box has been installed at Livorna Park, this biological control project must be considered before any rodenticides are used in the Park.</p> <p>Diphacinone (005%) Multiple Dose Bait Blocks (Eaton's Bait Blocks®) Signal Word: CAUTION.</p> <p><b>If rodenticides must be used, they will be used according to the Greenshield IPM Certification Standards as follows:</b></p> <ul style="list-style-type: none"> <li>i) used only after reasonable measures are taken to correct conducive conditions including preventing access to water, food or garbage; removing clutter; sealing cracks or holes in foundations, sidewalks; removing tall weeds; and trimming shrubs to expose the ground and discourage rat burrowing; and</li> <li>ii) in bait-block form and placed in a locked, distinctively marked, tamper-resistant container designed specifically for holding baits and constructed of metal or heavy duty plastic and securely attached to the ground, fences, floors, walls or weighted bases, etc. such that the container cannot be easily moved/removed; and</li> <li>iii) baits are secured (e.g., on a rod) in the baffle-protected feeding chamber of the bait container and not in the station's runway</li> </ul> <p>In addition, the bait stations must be labeled with the active ingredient in the bait and the name and address (or phone number) of the contractor.</p> <p>Diphacinone is a first generation anticoagulant that prevents blood from clotting and causes death by internal bleeding. First generation anticoagulants require multiple feedings over several days to a week to kill. This is different from second generation anticoagulants that are far more toxic and can kill within days of a single feeding if enough bait is ingested.</p> <p>Second generation anticoagulants pose a greater risk to animals that eat poisoned rodents. If the rodent continues to feed on the single-dose anticoagulant after it eats a toxic dose at the first meal, it may build up more than a lethal dose in its body before the clotting factors run out and the animal dies. Residues of second generation anticoagulants may remain in liver tissue for many weeks, so a predator that eats many poisoned rodents may build up a toxic dose over time. However, even the first generation anticoagulants may be poisonous to animals that eat poisoned rodents. The first generation materials break down much more rapidly in animal tissues and have a much reduced potential for secondary kill when compared to second generation materials.</p> <p><b>CONCLUSIONS:</b>  <b>The County is not currently using rodenticides for rat pest control in any Special District locations. Rodenticide would only be used if damage were serious and trapping could not be used or was not effective. In the event of a public health emergency, the County would use all available means to control rats and/or mice, including rodenticides if necessary.</b></p> <p><b>A first generation anticoagulant, such as diphacinone or warfarin, would be chosen. These rodenticides are readily accepted by rats, effectively kill these rodents, and have a wide margin of safety because they require multiple daily sequential feedings for toxicosis, and have a readily available and easily administered antidote (Vitamin K). First generation anticoagulants also pose less of a secondary poisoning risk.</b></p> <p><b>Treatment actions would begin only if rats were seriously damaging shrubs or if there were evidence of damage to infrastructure. Treatment ceases when new damage is no longer evident.</b></p>
<p><b>Which application methods are available for this rodenticide?</b></p>	<p>Rodenticide applications must be made in tamper-resistant bait stations anchored to the substrate and situated along walls, other external parts of buildings, or along rodent runs.</p>
<p><b>What factors were considered in choosing the pesticide application method?</b></p>	<p>Safety to the applicator, the environment, and nontarget species; endangered species considerations, the effectiveness of the method, and the cost to the Special District.</p>
<p><b>What weather concerns</b></p>	<p>Since the rodenticide would be protected inside a bait station, weather would not be a concern.</p>

<p><b>must be checked prior to application?</b></p>	
<p><b>Recommendations from the IPM Advisory Committee</b></p>	<p>We recommend that the County investigate owl monitoring techniques and apply the most cost effective method in Livorna Park to track the success of the owl box.</p> <p>In an effort to build awareness and community buy-in, we recommend that information pertaining to pests in Livorna Park and their most appropriate treatment mechanisms be disseminated to surrounding residents. This is not necessarily the job of the contractor performing treatment. Appropriate outreach techniques and personnel should be investigated.</p>

## Pesticide Profile for: Diphacinone multiple dose bait blocks

<b>Active Ingredient</b>	Diphacinone .005%
<b>Injunction Restrictions</b>	This chemical is enjoined in particular locations for the following endangered species: Alameda whipsnake, California tiger salamander, salt marsh harvest mouse, and San Joaquin kit fox.
<b>Signal Word</b>	Caution (the lowest hazard level in EPA's labeling system)
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Not listed
<b>Prop 65</b>	Not listed
<b>Known Groundwater Contaminant</b>	No "Based on the available data, little if any contamination of surface and ground waters is expected for brodifacoum, bromadiolone, chlorophacinone and diphacinone. These chemicals, although persistent, tend to be relatively immobile in soil and fairly insoluble in water." [from USEPA Reregistration Eligibility Decision Facts for Rodenticide Cluster, July 1998]
<b>Mammalian Hazard</b>	Highly toxic by ingestion with oral LD <sub>50</sub> values for technical diphacinone of 0.3 to 7 mg/kg in rats, 3.0 to 7.5 mg/kg in dogs. [EXTOXNET Diphacinone Pesticide Information Profile, 1993]
<b>Bird Hazard</b>	"Diphacinone is slightly toxic to birds. The oral LD <sub>50</sub> for diphacinone in mallard ducks is 3158 mg/kg, and in bobwhite quail is 1630 mg/kg." [EXTOXNET Diphacinone Pesticide Information Profile, 1993]
<b>Secondary Poisoning</b>	Note that these multiple dose bait blocks are 0.005% diphacinone and the following only references 2 <sup>nd</sup> generation anticoagulants and 0.01% diphacinone.  "The Agency believes that there is a high risk of secondary poisoning, especially to mammals, from the use of these rodenticides outdoors (i.e., "around" buildings) in rural and suburban areas. The available data indicate that brodifacoum, bromadiolone, and 0.01% a.i. chlorophacinone and diphacinone baits may pose a secondary hazard to avian and/or mammalian predators that feed on poisoned rodents. Brodifacoum and bromadiolone likely pose the greatest secondary risks, because they are more acutely toxic, especially to birds, more persistent in animal tissues, and can be lethal in a single feeding. In contrast, chlorophacinone and diphacinone tend to be less toxic to birds, less persistent in the tissues of primary consumers, and must be eaten over a period of several days to cause mortality. Therefore, a predator feeding only once on a poisoned carcass may not die if the rodent was poisoned with diphacinone or chlorophacinone, but is more likely to die if the rodent was poisoned with brodifacoum or bromadiolone." [from USEPA Reregistration Eligibility Decision Facts for Rodenticide Cluster, July 1998]
<b>Aquatic Organism Hazard</b>	"Diphacinone is slightly to moderately toxic to fish. The 96-hour LC50 for technical diphacinone in channel catfish is 2.1 mg/l, for bluegills is 7.6 mg/l, and for rainbow trout is 2.8 mg/l. The 48-hour LC50 in Daphnia, a small freshwater crustacean, is 1.8 mg/l." [EXTOXNET Diphacinone Pesticide Information Profile, 1993]. The method of use of the treated bait will preclude waterway contamination.
<b>Bee Hazard</b>	No data found though bee hazard is not expected considering the treatment method
<b>Persistence</b>	"Diphacinone is rapidly decomposed in water by sunlight." [EXTOXNET Pesticide Information Profile, 1993]
<b>Soil Mobility</b>	"Diphacinone has a low potential to leach in soil." EXTOXNET Pesticide Information Profile, 1993]
<b>Use in County by the Department</b>	Roof rats at Livorna Park.
<b>Method of Application</b>	Secured inside a locked and tamper-resistant bait station anchored to the substrate.
<b>Special Cautions</b>	Harmful if swallowed or absorbed through the skin. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Keep away from children, domestic animals and pets. Use waterproof gloves when directly handling bait.
<b>Rate Used in Co.</b>	As per label: 2 to 8 2-oz blocks per placement.
<b>Sources</b>	Label; MSDS; EPA registration and re-registration documents; carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program; Prop. 65; California Department of Pesticide Regulation; Oregon State University Pesticide Properties Database; National Pesticide Information Center (Oregon State), EXTOXNET (a coalition of a number of Cooperative Extension offices across the country); Thurston Co., WA Terrestrial Pesticide Reviews; European Union; University of Hertfordshire, U.K. Pesticide Properties Database



## Pesticide Profile for: **Warfarin**

<b>Active Ingredient</b>	Warfarin (.025%)
<b>Injunction Restrictions</b>	This chemical is enjoined in particular locations for the following endangered species: Alameda whipsnake.
<b>Signal Word</b>	Caution (the lowest hazard level in EPA's labeling system)
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Not listed
<b>Prop 65</b>	Listed as a developmental toxicant
<b>DPR Groundwater Protection List</b>	Not listed
<b>Mammalian Hazard</b>	Highly toxic by ingestion with oral LD <sub>50</sub> values for technical sodium warfarin of 323 mg/kg in male rats and 58 mg/kg in female rats; 60 mg/kg in mice; and 200-300 mg/kg in dogs. [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Bird Hazard</b>	"The acute avian toxicity of warfarin indicates that it is practically non-toxic to game birds. In subacute studies, warfarin ranged from moderately toxic to practically non-toxic to upland game birds and waterfowl." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Secondary Poisoning</b>	"One study exists on a 50/50 percent formulation of warfarin-sulfaquinoxaline technical. The warfarin-sulfaquinoxaline caused secondary poisoning in mammalian carnivores such as mink and dogs when ingesting prey killed after they were provided with treated bait (carrots containing 0.025% by weight of the test materials). The first death occurred after 8 days of continuous exposure to treated nutria." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Aquatic Organism Hazard</b>	"The toxicity of warfarin to aquatic organisms is felt to be of low potential due to the fact that warfarin is insoluble in water. A long field experience shows no potential hazards to aquatic organisms." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Bee Hazard</b>	"Warfarin used as a prepared bait (0.13%) is considered non-toxic to bees when used as prescribed." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Persistence</b>	No data found.
<b>Soil Mobility</b>	No data found.
<b>Use in County by the Department</b>	Warfarin is not currently being used by the Special Districts' contractor. This profile has been prepared because warfarin might be used as a rodenticide bait for rats in Livorna Park.
<b>Method of Application</b>	If it were used, it would be secured inside of tamper-resistant bait stations anchored to the substrate.
<b>Special Cautions</b>	Keep away from humans, domestic animals and pets. Harmful if swallowed or absorbed through the skin because this material may reduce the clotting ability of blood and cause bleeding. Do not get in eyes, on skin or clothing. Wash arms, hands and face with soap and water after applying and before eating or smoking.
<b>Rate Used in Co.</b>	To be determined.
<b>Sources</b>	Label; MSDS; EPA registration and re-registration documents; carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program; Prop. 65; California Department of Pesticide Regulation; Oregon State University Pesticide Properties Database; National Pesticide Information Center (Oregon State), EXTOXNET (a coalition of a number of Cooperative Extension offices across the country); Thurston Co., WA Terrestrial Pesticide Reviews; European Union; University of Hertfordshire, U.K. Pesticide Properties Database

## Contra Costa County

### DRAFT

## DECISION DOCUMENTATION for GOPHER MANAGEMENT in LANDSCAPES

Date: 5/12/16

Department: Public Works Grounds Division and Special Districts

Location: Countywide

Situation: Gophers in parks, frontage landscaping, and County landscaping

<b>What is the management goal for the sites?</b>	Gopher eradication is not a goal; the management goals are to prevent gopher damage to landscaping and to building foundations or other infrastructure such as irrigation pipes and tubing, and prevent tripping hazards where children, adults, and pets play. Historically, there was such a large population of gophers in the area above Reliez Valley Rd. in the Hidden Pond Landscaping Zone that gophers were being controlled to minimize destabilization of the slope to prevent landslides.
<b>Who has jurisdiction over the areas in question?</b>	The County has jurisdiction over the sites; however, in Special District frontage or other landscaping, the County does not control the allocation of funds for landscape maintenance, including pest management.
<b>How often are the sites monitored?</b>	This varies from site to site.  In the course of her other work, the Grounds Division gopher manager surveys for evidence of gophers. She also responds to complaints about gophers from County staff and to information relayed by other members of the Grounds crew. The vertebrate pest manager for Special Districts regularly surveys for gophers in Livorna Park, Hidden Pond Landscaping Zone, and Driftwood Landscaping Zone.
<b>The problem species has been identified as the following:</b>	Pocket gopher, <i>Thomomys</i> sp.  From the UC IPM Pest Notes on pocket gophers ( <a href="http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7433.html">http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7433.html</a> ):  "Pocket gophers are herbivorous and feed on a wide variety of vegetation but generally prefer herbaceous plants, shrubs, and trees. Gophers use their sense of smell to locate food. Most commonly they feed on roots and fleshy portions of plants they encounter while digging. However, they sometimes feed aboveground, venturing only a body length or so from their tunnel opening. Burrow openings used in this manner are called " <a href="#">feed holes</a> ." You can identify them by the absence of a dirt mound and by a circular band of clipped vegetation around the hole. Gophers also will pull entire plants into their tunnel from below. In snow-covered regions, gophers can feed on bark several feet up a tree by burrowing through the snow.  "...A single gopher moving down a garden row can inflict considerable damage in a very short time. Gophers also gnaw and damage plastic water lines and lawn sprinkler systems. Their tunnels can divert and carry off irrigation water, which leads to soil erosion. Mounds on lawns interfere with mowing equipment and ruin the aesthetics of well-kept turfgrass."  Gophers sometimes girdle trees and shrubs and can kill trees with trunks several inches in diameter.  Gophers also mix, aerate, and loosen soil, all of which can promote plant growth.
<b>What is the tolerance level for this species?</b>	One gopher burrowing in landscaping or a lawn will trigger management actions. Gophers in adjacent fields or in areas that are more wild are not managed except at Hidden Pond Landscaping Zone if gophers become numerous enough again to destabilize the hillside.
<b>Are these sensitive</b>	

<b>sites?</b>	Are any sites under management part of any of the court-ordered injunction?	No for the 2 sites where rodenticide might be used: Hidden Pond and Driftwood.
	Are any of the sites known or potential habitats for any endangered or threatened species?	No
	Are any of the sites on or near an area where people walk or children play? Care must be taken when using gopher traps, so that neither pets nor children are likely to encounter them.	Yes
	Are any of the sites near a drinking water reservoir?	Not applicable
	Are any of the sites near a creek or flood control channel?	Not applicable
	Are any of the sites near crops?	No
	Are any of the sites near desirable trees or landscaping?	Yes
	Are any of the sites on soil that is highly permeable, sandy, or gravelly?	Not applicable
	At any of the sites, is the ground water near the surface?	Not applicable
	Are there any well heads near the sites?	Not applicable
<b>What factors are taken into account when determining the management technique(s) for gophers?</b>	The proximity to foot traffic—traps cannot be used where children or other passersby might find and try to remove or play with the trap. Other considerations are the following: safety to the gopher manager, the environment, and non target species; endangered species considerations; the effectiveness of the method; and the cost to the Department or the Special District.	
<b>What factors contribute the cost of gopher management?</b>	<ol style="list-style-type: none"> <li>1. The number of gophers at the site.</li> <li>2. The number of gopher mounds at the site—each must be tamped down to determine which tunnels are active.</li> <li>3. The size of the site—if a large site must be surveyed on foot, it will take longer.</li> <li>4. The distance of the site from the corporation yard.</li> <li>5. The skill and experience of the pest manager—someone with little experience and skill will take longer to find and trap gophers or kill them with CO<sub>2</sub>.</li> <li>6. The frequency of re-invasion—sites near open fields, vacant lots, construction sites, and wildlands will experience repeated gopher invasions.</li> </ol>	
<b>Are special permits required to trap or otherwise kill gophers?</b>	No special permits are required. Gophers are considered nongame animals by the California Department of Fish and Wildlife, which means that if a property owner finds gophers that are injuring garden or landscape plants or other property, the property owner can control the gophers at any time in any manner that is legal.	
<b>Which cultural controls were considered?</b>	<p><b>Flooding:</b> This method is not particularly effective and would use large amounts of precious water. Most gophers survive flooding in their burrows. Some may be forced to the surface, but the pest manager would have to use something like a shovel to kill those exiting burrows.</p> <p><b>Planting buffers or repellent plants:</b> A 50 ft. buffer planted in a grain, such as wheat, is mentioned in the literature, but this is not practical for the County. There is no evidence for the efficacy of planting so-called gopher repellent plants such as castor bean.</p> <p><b>Conclusion: There are no practical or effective cultural controls for gophers in County landscaping.</b></p>	
<b>Which physical controls were considered?</b>	<p><b>Trapping:</b> Trapping is a very effective management method. There is skill and art to trapping, especially in finding the proper burrow in which to place traps; therefore, the more experienced the trapper, the more successful they are. Each management situation is unique and must be assessed at the time of inspection to determine a plan of action.</p> <p>There are a number of styles of gopher traps. The Grounds Division uses the Victor Black Box Trap. The Special</p>	

	<p>District contractor uses the Gophinator trap, and the GopherHawk trap.</p> <ul style="list-style-type: none"> <li>• The gopher manager surveys the area to determine which gopher mounds look the freshest and flags those mounds. The remaining mounds are flattened.</li> <li>• The following day, the manager returns to determine which mounds are actually the newest. Brand new mounds, or mounds that had been flattened and were then pushed up again, indicate the gopher is working in those areas. Otherwise the flagged mounds are still the most recent.</li> <li>• Working near the newest mounds, the manager uses a probe (a long pole) find the main gopher tunnel.</li> <li>• A small area above the main tunnel is excavated so the traps can be inserted. Two traps are set, one in each direction back to back, so that a gopher travelling along the tunnel in either direction will encounter the business end of the trap.</li> <li>• The hole is covered with a board. Recommendations vary on whether or not to cover the hole, and some sources indicate that it doesn't matter, but in the County, the hole should be covered to help prevent the public from investigating the trap. The spot is marked with a small flag.</li> </ul> <p>In an April 2013 paper in <i>Crop Protection</i>, Baldwin, et al. found that the Gophinator trap was more effective than the Macabee trap [another similar body gripping trap], probably because it was able to capture larger gophers. They also found that covering traps in late spring to early summer increased catches, but not during autumn. They recommended that if efficacy is paramount, traps should be covered from late spring to early summer, but if time is a constraining factor, traps should be left uncovered.</p> <ul style="list-style-type: none"> <li>• Sometimes gophers are trapped immediately while the manager is still working at the site. If not, the manager returns within 24 hours to check the traps.</li> </ul> <p><b>Explosive Devices:</b> The Rodenator injects a combination of 3% propane and 97% oxygen into a burrow and ignites these gases. The resulting explosion collapses the tunnel and creates a shockwave that kills gophers in the burrow. Approximately 5 years ago, the Grounds Division conducted a trial of the Rodenator outside the Public Works Administration building on Glacier Drive in Martinez. Gophers were burrowing close to the building, and it was feared that they might undermine the foundation. The device worked well and no gophers have been seen in that area since. There are, however, some problems with this device. All the windows on the treatment side of the building had to be protected with sheets of plywood, and the explosions rattled the windows and the occupants of the building. The reports from the explosions, which sound like gunshots, precipitated calls to the police, even though the surrounding neighbors had been notified. The Division has not pursued this strategy because of this last issue. There is also a fire risk with this method.</p> <p><b>Exclusion with wire mesh:</b> Three-foot high ½" wire mesh buried 2 feet below ground and encircling a plant can exclude gophers temporarily. These wire cages are only effective in protecting a small area and are very expensive to make and install.</p> <p><b>Conclusion: Trapping is the most effective and practical physical control for gophers in County landscaping.</b></p>
<p><b>Which biological controls were considered?</b></p>	<p>Great blue herons, coyotes, domestic dogs and cats, foxes, and bobcats capture gophers at their burrow entrances; badgers, long-tailed weasels, skunks, rattlesnakes, and gopher snakes corner gophers in their burrows. Owls and hawks capture gophers above ground.</p> <p>Predators can prune a population, but none of these predators can control gophers to the extent that is necessary in County landscaping. Owl boxes could attract more owls to certain areas of the County. More owls could mean somewhat fewer gophers in open fields.</p> <p><b>Conclusion: Biological controls alone for gophers in County landscaping cannot reliably reduce populations to the level that will prevent damage to plants and infrastructure.</b></p>
<p><b>Which chemical controls were considered?</b></p>	<p><b>Fumigants</b></p> <p>Extension and university literature recommend against using fumigants for gophers because the animals can quickly backfill a tunnel when they perceive a threat, which prevents the gas from reaching them. Injecting gas far enough into their extensive burrow system is difficult, and since their tunnels are close to the surface, gas can leak out and never reach a concentration high enough to kill.</p> <p>CO<sub>2</sub> Injection</p> <ul style="list-style-type: none"> <li>• The Grounds Division has purchased a CO<sub>2</sub> injection device called the Eliminator which injects carbon dioxide into the burrow system. So far the gopher manager has had good luck with this device. Perhaps this is more effective since the CO<sub>2</sub> initially sinks to the floor of the burrow.</li> <li>• The gopher manager uses this device where foot traffic prohibits the use of traps.</li> <li>• The manger uses the same preliminary procedures for using this device as she used for trapping (see</li> </ul>

	<p>above).</p> <ul style="list-style-type: none"> <li>• Before she deploys the device in the burrow, she closes any opening and flattens any remaining mounds to help keep the gas inside the burrow.</li> <li>• When the trigger on the device is pulled, there should be no hissing sounds.</li> <li>• The day after the treatment the manager returns to determine the success of the treatment.</li> </ul> <p>Aluminum Phosphide Signal Word: DANGER</p> <ul style="list-style-type: none"> <li>• Fumigation with aluminum phosphide <u>is</u> effective for gophers, although it is a restricted use material that requires a permit from the County Department of Agriculture. Aluminum Phosphide is not used in the County for gophers.</li> </ul> <p><b>Baiting</b></p> <p>Diphacinone (005%) Multiple Dose Bait Blocks (Eaton's Answer®) Signal Word: CAUTION.</p> <ul style="list-style-type: none"> <li>• This product overcomes a shortcoming of grain baits, which can degrade in the moist soils inside gopher tunnels. It is blended with a water-resistant paraffin material and formulated in bait blocks. This bait was developed with the objective of providing long-term control because the bait remains effective in moist environments after killing resident gophers. Then, newly invading gophers feed on the bait and die as well.</li> <li>• Bait blocks are placed underground in the main tunnel, about 4" to 12" deep and then covered. Usually one block is used for an approximately 20' run of main tunnel where fresh mounds are found on the surface.</li> </ul> <p>Diphacinone is a first generation anticoagulant that prevents blood from clotting and causes death by internal bleeding. First generation anticoagulants require multiple feedings over several days to a week to kill. This is different from second generation anticoagulants that are far more toxic and can kill within days of a single feeding if enough bait is ingested.</p> <p>Second generation anticoagulants pose a greater risk to animals that eat poisoned rodents. If the rodent continues to feed on the single-dose anticoagulant after it eats a toxic dose at the first meal, it may build up more than a lethal dose in its body before the clotting factors run out and the animal dies. Residues of second generation anticoagulants may remain in liver tissue for many weeks, so a predator that eats many poisoned rodents may build up a toxic dose over time. However, even the first generation anticoagulants may be poisonous to animals that eat poisoned rodents. The first generation materials break down much more rapidly in animal tissues and have a much reduced potential for secondary kill when compared to second generation materials.</p> <p><b>Conclusion: CO<sub>2</sub> injection seems to be useful for the Grounds Division, but more experience with the tool is necessary.</b></p> <p><b>Diphacinone bait blocks are used from time to time at Hidden Pond and Driftwood. The landscaping in these two areas is located on frontage property. The County does not have control over the fees assessed for maintenance on these properties and the budget is currently insufficient to afford trapping as a control for gophers.</b></p>
<p><b>Recommendations from the IPM Advisory Committee</b></p>	<p><b>On-going monitoring should be used to adjust control activities to a level appropriate to the population of gophers. Trapping and CO<sub>2</sub> injection are the preferred control methods when sufficient funding is available.</b></p>
<p><b>References</b></p>	<p>Baldwin, R.A., D.B. Marcum, S.B. Orloff, S.J. Vasquez, C.A. Wilen, and R.. Engeman (2013). The influence of trap type and cover status on capture rates of pocket gophers in California, <i>Crop Protection</i>, 46: 7-12.</p>



## **Attachment B.**

- **Report from the Bed Bug Subcommittee to the Contra Costa County IPM Advisory Committee**

## **Report from the Bed Bug Subcommittee to the Contra Costa County IPM Advisory Committee**

Prepared by Michael Kent, subcommittee chair, September, 2016

### **Members**

Luis/Carlos Agurto  
Susan Heckly  
Michael Kent - Chair

To date, the Bed Bug subcommittee has met three times in 2016: April 12, June 14, and August 9.

At their first meeting, after electing Michael Kent as chair, the subcommittee developed the following priorities for themselves for the year:

- Develop a list of social service resources in the County for the bed bug website.
- Follow the progress of AB 551 (Nazarian) in the state legislature and consider the possibility of recommending a County ordinance if the bill does not proceed.
- Review the draft ordinance that the 2015 Bed Bug subcommittee developed.
- Review the County bed bug website ([cchealth.org/bedbugs](http://cchealth.org/bedbugs)).
- Review the general public fact sheets on the website and suggest revisions.
- Oversee the production of a professionally designed bed bug brochure for general use.
- Work on a model bed bug IPM plan for pest control companies to be posted on the website.

### **List of Social Services**

After discussing this issue and considering their options, the subcommittee determined the best course of action to accomplish this goal would be to provide a link to the 211 data base on the bed bug web site and ask that the IPM Coordinator's contact information be added to the 211 data base as a resource for bed bugs.

### **AB 551 and Draft County Ordinance**

The subcommittee tracked the progress of AB 551 through the course of the legislative session. The bill was inactive until the end of June when it was brought back to the Senate. It was amended several times and then passed both houses of the legislature and was sent to the Governor on September 2<sup>nd</sup>. As of September 12<sup>th</sup> the bill had not been signed or vetoed by the governor.

#### LEGISLATIVE COUNSEL'S DIGEST

AB 551, Nazarian. Rental property: bed bugs.

Existing law imposes various obligations on landlords who rent out residential dwelling units, including the general requirement that the building be in a fit condition for human occupation. Among other responsibilities, existing law requires a landlord of a residential dwelling unit to provide each new tenant who occupies the unit with a copy of the notice provided by a registered structural pest control company, as specified, if a contract for periodic pest control service has been executed.

This bill would prescribe the duties of landlords and tenants with regard to the treatment and control of bed bugs. The bill would require a landlord to provide a prospective tenant, on and after July 1, 2017, and to all other tenants by January 1, 2018, information about bed bugs, as specified. The bill would require that the landlord provide notice to the tenants of those units inspected by the pest control operator of the pest control operator's findings within 2 business days, as specified. The bill would prohibit a landlord from



showing, renting, or leasing a vacant dwelling unit that the landlord knows has a bed bug infestation, as specified.

This bill would incorporate additional changes to Section 1942.5 of the Civil Code, proposed by AB 2881, that would become operative only if this bill and AB 2881 are chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.

The Committee did not consider the draft County ordinance further pending the fate of AB 551.

### **Bed Bug Website and the General Public Fact Sheet and Brochure**

The committee reviewed the County's bed bug web pages at [cchealth.org/bedbugs](http://cchealth.org/bedbugs), along with the fact sheet and brochure and suggested a number of changes.

The revised fact sheet and brochure can be found on the web site: [cchealth.org/bedbugs](http://cchealth.org/bedbugs).

### **Production of a Professionally Designed Bed Bug Brochure and Model Bed Bug Plan**

The committee has not yet taken up these two items.



## **Attachment C.**

- **Pesticide Use Reporting**

**(See separate PDF for Contra Costa Operations Pesticide Use Data Spreadsheet)**

## **Attachment C. Pesticide Use Reporting**

**(See separate PDF for Contra Costa County Operations Pesticide Use Data Spreadsheet)**

### **History of Pesticide Use Reporting**

Since the 1950s, the State of California has required at least some kind of pesticide use reporting, but in 1990, the comprehensive reporting program we have now went into effect.

California was the first state in the nation to require full reporting of all agricultural and governmental agency pesticide use. The current reporting system exempts home use pesticides and sanitizers, such as bleach, from reporting requirements. (Sanitizers are considered pesticides.)

### **What does “pesticide” mean?**

The California Department of Pesticide Regulation (DPR) defines pesticide as “any substance or mixture of substances intended for preventing, destroying, repelling or mitigating insects, rodents, nematodes, fungi, weeds, or other pests. In California plant growth regulators, defoliant, and desiccants, as well as adjuvants, are also regulated as pesticides.”

“Adjuvants” increase pesticide efficacy and include emulsifiers, spreaders, foam suppressants, wetting agents, and other efficacy enhancers. In FY 14-15, Contra Costa County operations used a total of 5,287 lbs. of pesticide active ingredients, which included 1,815 lbs. of spray adjuvant active ingredients that were used to prevent foaming, to reduce pesticide drift, and change the pH of local water used in spraying.

### **How Pesticide Use is Reported to the State**

Pesticide use data is reported monthly to the County Agriculture Commissioner. The data is checked and sent on to DPR, which maintains a database of pesticide use for the entire state. Although pesticide use is reported to DPR as pounds, ounces, or gallons of pesticide product, DPR reports pesticide use in its database as pounds of active ingredient.

DPR defines active ingredient as “[a]n agent in a product primarily responsible for the intended pesticidal effects and which is shown as an active ingredient on a pesticide label.” (Since adjuvants are regulated as pesticides in California, the active ingredients of adjuvants are also included in DPR’s database.)

### **How Pesticide Use is Reported by Contra Costa County Operations**

The attached spreadsheet records pesticide use data only for County operations and not for any other agency, entity, company, or individual in the County.

Since DPR reports California pesticide use in pounds of active ingredient, Contra Costa County does the same. The County uses the same formula for converting gallons of pesticide product into pounds of active ingredient that the state uses:

**Pounds of Active Ingredient =**

**gallons of product used X 8.33 lbs/gallon of water X the specific gravity of the product X the % of active ingredient in the product**

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

PESTICIDES OF CONCERN ARE SHADED (Pesticide Action Network defined "Bad Actors")

Contra Costa County Public Works

For liquid materials: Gal. used x 8.33 lbs/gal H2O x sp. Grav. x % AI

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used	Total Lbs A.I.	Amt Used	Total Lbs A.I.
														FY 14-15	Used 14-15	FY 15-16	Used 15-16
Liquid Materials														(gallons)		(gallons)	
Adjuvant	Activator 90	36208-50014	1.040	90.000	4786.31	3592.41	4248.36	3381.90									
Adjuvant	Agri-Dex	5905-50094-AA	0.879	99.000												84.75	614.34
Glyphosate, isopropylamine salt	AquaMaster	524-343	1.205	53.800			814.09	662.88	487.37	322.67	446.22	301.06	255.16	26.38	142.46		
	Chemtrol	36208-50015	0.995	1.000	1.16						1.82		0.70				
Sodium salt of Imazxamox	Clearcast	241-437-AA-67690	1.049	12.100									5.29	3.50	3.70	3.31	3.50
Copper ethanalamine complexes, mixed	Citrine Plus	8959-10-AA	1.206	9.000	58.78		40.69					6.78	4.52				
Dithiopyr	Dimension 2EW	62719-542-AA	1.001	24.000												0.31	0.62
Indaziflam	Esplanade 200 SC	432-1516-AA	1.050	19.050								4.17	41.66	25.14	41.89	28.44	47.39
Adjuvant	Foam Fighter F	36208-50015	0.995	5.000	0.52		0.52										
Dimethyl silicone fluid emulsion	Foam Fighter F	36208-50003, 72-50005-AA	1.000	10.000				0.94	0.62	0.62	0.42	0.73	0.52				
Triclopyr triethylamine salt	Garlon 3A	62719-37-ZA	1.135	44.400	268.66	459.66	1862.78	1547.95	2048.03	1165.94	757.71	1008.02	502.44	166.75	699.99	153.13	642.81
Triclopyr BEE	Garlon 4	62719-40	1.060	61.600	278.76	67.28	155.02	106.77	111.50	1.36	2.72	10.88	19.04				
Oxyfluorfen	Goal	707-174	0.990	19.400	3.20												
Oxyfluorfen	Goal Tender	62719-447-ZA	1.170	41.000				7.99			16.50	2.00				13.38	53.47
Oxyfluorfen	Goal	707-243	1.120	22.000			13.34										
Imazapyr, isopropylamine salt	Habitat	241-426-AA	1.068	28.700				5.75	17.08	34.40	13.10	5.75	2.25	2.19	5.59	3.55	9.07
Heavy-range paraffin based petroleum oil+nonionic emulsifiers	Helena Agri-Dex	5905-50017-AA	0.879	99.000										2.00	14.50		
Aminopyralid, tri isopropanolamine salt	Milestone	62719-519-AA	1.140	40.600												4.75	18.31
Aminopyralid, tri isopropanolamine salt	Milestone VM	62719-537-AA	1.140	40.600			173.26	238.42	241.39	229.05	225.43	120.12	57.36	13.09	50.48	8.72	33.63
Adjuvant	M.O.C. Methylated Oil Concentrate	5905-50095-AA	0.891	100.000												2.75	20.41
Adjuvant	MSO Conc w/Leci-Tech	34704-50053-AA	0.900	100.000										0.38	2.85		
Adjuvant	No Foam A	11656-50086-ZA & AA	1.050	90.000				253.87	2731.53	2292.68	2267.57	2290.71	1817.22	209.00	1645.22	121.75	958.40
Adjuvant	No Foam A	1050775-50015-AA	1.060	90.000												0.5	3.97
Pendimethalin	Pendulum Aquacap	241-416-AA	1.175	38.700		121.21					28.41					5.00	18.94
Sethoxydim	Poast	7969-58	0.935	18.000		5.61	20.33										
Imazapyr, isopropylamine salt	Polaris	228-534-AA	1.057	27.700								26.83	29.32			0.33	0.80
Triclopyr TEA	Renovate 3	62719-37-67690	1.140	44.400		277.27	324.71	309.95	171.84	137.05	183.44	145.49	366.88	35.13	148.15	27.63	116.52
Glyphosate,	Rodeo	524-343	1.205	53.800	1193.46	660.83											
Glyphosate, isopropylamine salt	Roundup Custom	524-343-ZC & ZG	1.206	53.800										29.94	161.82	49.19	265.86
	Roundup Pro	524-475-ZA & ZB	1.170	41.000	2041.43									12.00	47.96	36.63	146.41
Glyphosate, isopropylamine salt	Roundup Pro Conc.	524-529	1.199	50.200		2352.35	588.28	1153.95	937.84	1006.75	1092.55	1496.00	1369.00	240.75	1206.57	238.63	1195.95
Glyphosate, isopropylamine salt	Roundup Tough Weed Formula	239-2636	1.070	18.000								98.07					
Maleic hydrazide	Royal Slo Gro	400-94-AA	1.135	21.700								41.03					
Imazapyr, isopropylamine salt	Stalker	241-398	1.050	27.600	13.58	318.05	20.98	9.05									

**CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16**

**Contra Costa County Public Works (continued)**

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used		Total Lbs A.I.		
														FY 14-15	Used 14-15	FY 15-16	Used 15-16	
<b>Liquid Materials</b>														(gallons)		(gallons)		
Adjuvant	Silicone Super Wetter	17545-50029-AA	0.994	100.000									1.57					
Adjuvant	Silwet L-77	36208-50025	1.007	100.000	14.26		8.39					15.77						
Oryzalin	Surflan A.S.	62719-113	1.188	40.400	56.97	39.98												
Oryzalin	Surflan A.S.	70506-44	1.236	40.400			112.33	87.36	47.84	33.28	2.08			12.00	49.92			
Adjuvant/Surfactant	Surphtac	68891-50001-AA	1.118	53.400	197.06	189.57												
Adjuvant/Surfactant	Surphtac	11656-50093	1.180	53.400			112.85	190.95	181.77	129.28	168.65	173.90	152.22	20.81	109.23	11.56	60.68	
Adjuvant/Surfactant	Surphtac	34704-50086	1.096	33.000												9.56	28.80	
Clopyralid	Transline	62719-259	1.161	40.900	89.00	286.77	48.81	6.17										
Adjuvant	Unfoamer	34704-50062-AA	1.000	12.500										0.5	0.52	0.13	0.14	
	Vanquish	55947-46	1.250	56.800	1360.29													
Dicamba, diglycolamine salt	Vanquish	228-397	1.250	56.800			906.37	707.53	97.59		40.69	333.45	4.44	24.56	145.26	7.5	44.36	
	Weedar 64	71368-1-264	1.160	38.900	1979.96	357.09	18.79											
<b>Dry Materials</b>														(pounds)		(pounds)		
	Dimension Ultra 40 WP	62719-445	N/A	40.000		0.00											3.75	1.50
	Diuron 80DF	66222-51	N/A	80.000			960.00	640.00										
	Direx 80DF	352-508-1812	N/A	80.000	2300.00													
	Endurance	55947-43	N/A	65.000	983.45	52.00												
Prodiamine	Endurance	228-398	N/A	65.000			1194.05	789.75	855.40	689.00								
Isoxaben	Gallery 75DF	62719-145	N/A	75.000	40.50	39.00	51.75	59.25	54.75	2.63	3.00	15.75	11.25	48.50	36.38			
	Gallery SC	62719-658 AA	N/A	45.450										13.00	5.91	452.50	205.66	
Sulfometuron methyl	Oust	352-401	N/A	75.000	20.53	137.25	152.25	108.12	76.55									
	Oust XP	352-601	N/A	75.000						75.85	96.61	14.25	9.56					
	Predict	55947-78	N/A	78.600	389.07													
Prodiamine	ProClipse 65 WDG	228-434	N/A	65.000						201.50	361.40	448.50	31.20	383.00	248.95			
Prodiamine	Resolute 65WG	100-834-ZE	N/A	65.000												148.00	96.20	
	Ronstar 50WSP	264-538	N/A	50.000	60.00													
	Simtrol 90DF	35915-12-60063	N/A	90.000	387.00													
Tebuthiuron	Spike 80DF	62719-107	N/A	80.000	48.00	72.00	48.00	96.00	96.00	105.60						24.00	19.20	
Chlorsulfuron	Telar DF	352-522-ZA	N/A	75.000										1.00	0.75			
Chlorsulfuron	Telar XP	352-654-AA	N/A	75.000						4.88	5.16	6.00	6.76	16.00	12.00	0.63	0.47	
Chlorsulfuron	Telar	352-404	N/A	75.000	19.031	10.448	13.313	10.88		6.38								
<b>TOTAL:</b>					<b>16590.97</b>	<b>12589.20</b>	<b>11889.25</b>	<b>10367.44</b>	<b>8165.12</b>	<b>6438.92</b>	<b>5713.48</b>	<b>6565.25</b>	<b>4688.34</b>		<b>4780.08</b>		<b>4607.39</b>	
"Bad Actors" w/May 2013 changes					5764.53	2653.88	3493.47	2883.09	2545.49	1582.41	1117.04	1340.19	1032.82		1020.03		779.00	

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

Contra Costa County Public Works, Special Districts

Name of Product Applied	EPA or Calif. Reg #	Specific Gravity	% A.I.	Total Lbs A.I. Used FY 07-08 & before	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used FY 14-15 (gallons)	Total Lbs A.I. Used 14-15	Amt Used FY 15-16 (gallons)	Total Lbs A.I. Used 15-16
<b>Liquid Materials</b>															
Gal. used x 8.33 lbs/gal H2O x sp. Grav. x %AI															
Glyphosate	Roundup ProMax	524-579	1.36	48.7	no data	0.00	0.00	0.00	26.45						
<b>Dry Materials</b>															
Amt. used x % AI (pounds)															
Bromethelin	Talpid Mole Bait	12455-101	N/A	0.025	no data				0.000008						
Chlorphacinone	Chlorophacinone	11071-CA-001	N/A	0.005	no data					0.00220					
Chlorphacinone	Chlorophacinone Treated Grain Rodent Bait	10965-50004ZA	N/A	0.005	no data	0.00	0.00	0.00	0.000190	0.0014375					
Diphacinone	Diphacinone Treated Grain Rodent Bait	10965-50003	N/A	0.010	no data				0.0001500						
Diphacinone	Diphacinone Treated Grain Rodent Bait	10965-50001-ZA	N/A	0.005	no data					0.00375	0.00225	29.00	0.00145	1.00	0.00005
Diphacinone	Eaton's Answer	56-57	N/A	0.005	no data	46.50	0.002325	0.00210	0.0009750	0.00095	0.00195	16.00	0.00080	17.00	0.00085
Diphacinone	Eaton's Bait Blocks	56-42	N/A	0.005	no data	2.00	0.0001	0.000250	0.00020	0.00060	0.00020	8.50	0.00043	9.50	0.00048
Aluminum phosphide	Fumitoxin	72959-1-5857	N/A	55.000	no data	0.00	0.00	0.00	0.81						
Strychnine Alkaloid	Gopher Getter AG Bait	36029-7	N/A	0.500	no data	0.00	0.00	0.00	0.0020						
Diphacinone	Gopher Getter Type 2 AG Bait	36029-23	N/A	0.005	no data	0.00	0.00	0.00	0.0002						
Diphacinone	Gopher Getter Type 2 AG Bait	36029-24	N/A	0.005	no data				0.0004025	0.00009					
Diphacinone	P.C.Q. Pelleted Rodent Bait	12455-50003-AA	N/A	0.010	no data				0.0005000	0.00365					
Aluminum phosphide	Phostoxin	72959-4	N/A		no data	19.62	10.79	9.20							
Oxadiazon	Ronstar G	432-886	N/A	2.000	no data				6.00						
Chlorphacinone	Rozol	7173-242	N/A	0.005	no data					0.00010					
Aluminum phosphide	Weevil-cide	70506-13	N/A	60.000	no data	0.00	0.00	0.66	11.64	6.7320000	7.140	1.59000			
Zinc phosphide	ZP Rodent Bait AG	12455-17	N/A	2.000	no data	0.000	0.000	0.000	0.02						
<b>TOTAL</b>						<b>10.79</b>	<b>9.86</b>	<b>44.92</b>	<b>6.735666</b>	<b>7.151343</b>	<b>1.594400</b>	<b>0.00268</b>	<b>0.00138</b>		
"Bad Actors" w/May 2013 changes						10.79	9.86	12.47	6.73	7.14	1.59	0.04 oz	0.02		
												0.00	0.00		

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

Contra Costa County Department of Agriculture

Gal. used x 8.33 lbs/gal H2O x sp. Grav. x %AI

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used FY 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used FY 14-15 (gallons)	Total Lbs A.I. Used 14-15	Amt Used FY 15-16 (gallons)	Total Lbs A.I. Used 15-16
<i>Liquid Materials</i>																	
glyphosate	Aquamaster	524-343	1.205	53.80								5.29	16.85				
glyphosate	Aqua Neat	228-365-AA	1.224	53.80		1.15											
glyphosate	Aqua Neat	228-365-4581	1.201	53.80							26.91						
esfenvalerate	Asana XL	352-515	0.930	8.40		0.00	0.09	0.01									
Dicamba & 2,4 D	Banvel	55947-1	1.211	48.20	72.51	0.00											
	2,4-D	34704-5	1.163	46.50	24.78	87.30											
	Bivert	2935-50157-AA	0.790	100.00	6.12	0.00											
	Carbaryl ("7")	54705-4	1.100	41.20	30.01	0.00											
dicamba, diglycolamine salt	Clarity	7969-137	1.250	58.10		719.91	425.96	174.84	286.87	400.67	281.73	230.61	152.45	14.76	89.29	2.55	15.43
Triclopyr, butoxyethyl ester	Garlon 4 Ultra	62719-527	1.110	60.45												8.85	49.47
Triclopyr, butoxyethyl ester	Garlon 4	464-554	1.082	61.60	13.88	0.00											
imazapyr isopropylamine salt	Habitat	241-426	1.068	28.70	0.00	0.00	1.33	1.20	0.72	1.35	0.26	0.92	0.23				
surfactant	Hasten	2935-50160	0.900	100.00						1.20	0.15						
Adjuvant	Herbicide Activator (First Choice)	11656-50024-ZC	0.900	100.00		0.00		0.94									
Drift retardant--oils	In Place	2935-50169	0.880	100.00								59.45	45.82	0.41	2.98		
Aminopyralid, trisopropanolammonium salt	Milestone	62719-519	1.140	40.60		0.00	33.74	10.60	38.06	43.42	17.70	21.52	24.18	3.13	12.07	0.98	3.78
Aminopyralid, trisopropanolammonium salt & triclopyr, triethylamine salt	Milestone VM Plus	62719-572	1.140	18.44		0.00		7.88	8.91	0.09	6.57						
surfactant	Pro-Tron	71058-50008-AA	0.984	95.00						195.84	51.47	137.75	165.86	4.93	38.39	0.11	0.86
Adjuvant	R-11	2935-50142-AA	1.020	90.00	389.99	216.48	180.09	71.80	170.14	1.76							
Clopyralid, triethylamine salt & triclopyr, triethylamine salt	Redeem	62719-337	1.140	45.10		19.28			0.30								
Glyphosate, isopropylamine salt	Rodeo	524-343	1.205	53.80	13.50	0.00											
Glyphosate, isopropylamine salt	Roundup Pro	524-475	1.170	41.00	276.35	75.90	104.04	195.97	182.66								
Glyphosate, isopropylamine salt	Roundup Pro Conc.	524-529	1.199	50.20						152.67	149.51	63.88	85.84	1.69	8.47	1.09	5.47
imazapyr isopropylamine salt	Stalker	241-296	1.060	27.60		0.00		0.30	0.56								
imazapyr isopropylamine salt	Stalker	241-398	1.060	27.60							1.61	0.71		0.0004	0.001		



**CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16**

**Contra Costa County Department of Agriculture (continued)**

Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used FY 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	FY 14-15	Total Lbs A.I. Used 14-15	FY 15-16	Total Lbs A.I. Used 15-16		
<b>Liquid Materials</b>													(gallons)		(gallons)			
Picloram potassium salt	Tordon 22K	464-323	1.140	24.40	3.55	0.00												
Clpyralid, monoethanolamine salt	Transline	62719-259	1.161	40.90	277.99	13.92	0.03	0.01										
Adjuvant	Tri-Fol Buffer	2935-50152-AA	1.120	34.00		0.00	0.25											
dicamba, diglycolamine salt	Vanquish	55947-46	1.250	56.80	299.20	0.00	1.83	0.24										
dicamba, diglycolamine salt	Vanquish	100-884	1.250	56.80				0.35										
Triclopyr, butoxyethyl ester	Remedy	62719-552	1.080	61.60		0.00	16.63											
<b>Dry Materials</b>													(pounds)		(pounds)			
				Amt . Used x %AI														
Diphacinone	Diphacinone .005%	10965-50001-ZA	N/A	0.005	0.04	0.01	0.03	0.04	0.03	0.00	0.23	0.09	0.07	260	0.013	731.00	0.03655	
Diphacinone	Diphacinone .01%	10965-50003-ZA	N/A	0.01	1.57	2.56	2.58	2.34	2.78	3.37	3.10	2.75	1.31	27109	2.71	11888.50	1.18885	
Sodium nitrate, charcoal	Gas Cartridge	56228-2	N/A	81.00		0.00	2.58		1.94	2.07	4.56	5.47						
Imidacloprid	Merit 75WSP	3125-439	N/A	75.00	10.19	0.00												
Chlorsulfuron	Telar	352-522	N/A	75.00		0.77	0.14	0.29	0.18	0.89	0.93	5.84	8.09	1.05	0.79			
Picloram potassium salt	Tordon 10K	464-320	N/A	11.60	0.99	0.23			0.36	0.06								
Aluminum phosphide	Weevil-cide	70506-13	N/A	60.00		0.00	0.59			0.95			0.30					
				<b>TOTAL:</b>	<b>1420.66</b>	<b>1137.53</b>	<b>767.11</b>	<b>469.00</b>	<b>693.77</b>	<b>803.69</b>	<b>545.74</b>	<b>534.27</b>	<b>500.98</b>	<b>154.72</b>		<b>76.22</b>		
				"Bad Actors" w/May 2013 changes	131.84	107.58	0.14	0.88	0.48	1.26	1.94	5.84	8.39	0.79		0.00		

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

Contra Costa County Public Works - Grounds

Gal. used x 8.33 lbs/gal H2O x sp. Grav. x %A

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used FY 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used FY 14-15 (gallons)	Total Lbs A.I. Used 14-15	Amt Used FY 15-16 (gallons)	Total Lbs A.I. Used 15-16
	<i>Liquid Materials</i>																
Chlorantraniliprole	Acelepryn	352-731	1.094	18.40					0.24								
Clethodim	Arrow 2EC	66222-60	0.970	26.40												0.06	0.13
Dikegulac sodium	Atrimmec	2217-776	1.095	18.50					2.21		0.32						
Prodiamine	Barricade	100-1139						35.01									
Dicamba, MCPA, Triclopyr	Cool Power	228-317						9.27									
Adjuvant	Crop Oil (Monterey Herbicide Helper)	54705-50001-AA	0.900	100.00									0.60				
	Dursban 2E	464-586	1.000	24.10		3.87											
Myclobutanil	Eagle	62719-463						0.06									
	Embark	7182-7-AA	1.110	28.00		0.72											
Bifenazate	Floramite	400-508						0.03									
Ethephon	Florel	62719-145-AA	1.016	3.90		0.33											
Ethephon	Florel	264-543-54705						0.65									
NAA, ammonium salt	Fruit Stop	5481-66-65783						0.43									
Fluazifop-P-butyl	Fusilade II	100-1084	0.980	24.50				0.19		0.50	0.50		0.10				
	Goal	707-174	0.990	19.40	19.34												
	Grass Getter (Poast)	7969-58-ZA-54705	0.935	18.00		0.55											
Hexythiazox	Hexygon	10163-208						0.11									
Petroleum distillates	Lesco Horticultural Oil	10404-66						2.13									
	Knox Out 2 FM	4581-335-449	1.036	23.00		0.89											
	Lindane	7001-279-AA	0.976	87.60		0.64											
Adjuvant	Magnify	17545-50018	1.220	51.50								0.47		0.01	0.05		
	Maintain A	400-396-AA	1.000	0.30		0.01											
	Malathion	655-598	1.032	0.50		0.06											
Adjuvant	No Foam A (Monterey)	54705-50004-AA	1.050	90.00									1.18	0.22	1.73	0.003	0.02
Adjuvant	No Foam A	1050775-50015-AA	1.050	90.00												0.0155	0.12
	NuFarm Polaris	228-534-AA	1.057	27.70										0.04	0.10		
	Ornamec	2217-728-AA	0.880	6.75		0.18											

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

Contra Costa County Public Works - Grounds (continued)

Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used FY 07-08	Total Lbs A.I. Used 08-09	Total Lbs A.I. Used 09-10	Total Lbs A.I. Used 10-11	Total Lbs A.I. Used 11-12	Total Lbs A.I. Used 12-13	Total Lbs A.I. Used 13-14	Amt Used FY 14-15 (gallons)	Total Lbs A.I. Used 14-15	Amt Used FY 15-16 (gallons)	Total Lbs A.I. Used 15-16
<b>Liquid Materials</b>																
Glyphosate isopropylamine salt	RangerPro	524-517-ZB	1.169	41.00											14.62	58.37
Glyphosate isopropylamine salt	Razor	228-366					91.73									
Glyphosate, diquat dibromide	Razorburn	228-446	1.146	43.10					4.11							
	Roundup Pro	524-445-ZB	1.020	41.00	156.00	158.75										
Glyphosate isopropylamine salt	Roundup Pro	524-475	1.170	41.00		23.98										
Glyphosate isopropylamine salt	Roundup Pro Conc.	524-529	1.199	50.20		33.89	50.92	41.56	94.11	363.50	351.72	182.55				
Glyphosate potassium salt	Roundup Promax	524-579	1.356	48.70				1.87				290.01	56.51	310.86	55.28	304.09
Nonanoic acid	Scythe	62719-529					0.66									
	Sevin SL	464-586	1.000	24.10	0.12											
Bifenthrin	Talstar	279-3206					0.02									
	Triclopyr 4EC	81927-11-AA	1.100	61.60						5.64	1.41		0.25	1.41		
Dicamba, MCPA, MCPP	Tri Power	228-262					3.79									
Triclopyr BEE	Turflon	62719-258	1.060	61.60	1.96	0.98										
	Turflon Ester	17545-8-AA	1.08	60.45									0.003	0.02		
<b>Dry Materials</b>																
			Amt. Used x %AI										(pounds)		(pounds)	
Isoxaben	Gallery 75 DF	62719-145-AA	N/A	75.00	97.08	102.38	44.42		14.25	4.88	8.25	2.25	18.38	13.79	80.00	60.00
Dithiopyr	Dithiopyr 40 WSB	73220-13	N/A	0.125 lbs ai/5 oz						1.63	2.72		30 oz (6 bags)	0.75	5 oz (1 bag)	0.125
Flumioxazin	Payload	59639-120-ZA	N/A	51.00			0.30					4.75	3.06	1.56	1.92	0.98
	Lindane	20954-107-AA	N/A	99.50	1.00											
	Orthene	59639-88	N/A	75.00	0.52											
Acephate	Orthene	59639-26					0.13									
Sulfometuron methyl	Oust	352-401	N/A	75.00	3.85		0.17									
Oxadiazon	Ronstar WP	264-538	N/A	50.00	648.63	414.50	0.00									
Halosulfuron methyl	Sedgehammer	81880-1-10163	N/A	75.00											0.007	0.005
Halosulfuron methyl	Sedgehammer	81880-24-10163	N/A	5.00							0.10	0.03	0.0015	0.04	0.002	
Flumioxazin	SureGuard	59639-120	N/A	51.00						1.27	12.20	10.79	15.69	8.00	17.33	8.84
Chlorsulfuron	Telar	352-522					0.06									
<b>TOTAL</b>				<b>927.37</b>	<b>684.98</b>	<b>57.87</b>	<b>240.06</b>	<b>45.89</b>	<b>112.97</b>	<b>377.74</b>	<b>376.77</b>	<b>492.33</b>		<b>338.26</b>	<b>432.68</b>	
"Bad Actors" w/May 2013 changes				649.14	421.59	0.00	5.00	0.00	0.50	0.50	0.00	0.10		0.00		0.00

NOTE: The totals for 07-08 only account for Grounds Div. usage and do not include Tru-Green usage.

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

CCC Public Works - Facilities

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total oz. A.I. Used FY 07-08	Amt Used FY 08-09	Total oz. A.I. by wt. Used 08-09	Tot. oz. A.I. by wt. Used 09-10	Tot. oz. A.I. by wt. Used 10-11	Total OZ. A.I. Used 11-12	Total OZ. A.I. Used 12-13		Total OZ. A.I. Used 13-14	Amt Used FY 14-15	Total OZ. A.I. Used 14-15	Amt Used FY 15-16	Total Lbs A.I. Used 15-16
	Orthoboric acid	Drax Liquid Bait	9444-206			2.22	0.03										
	Sodium Tetraborate Decahydrate (Borax)	Advance Ant Gel	499-492	1.23	5.40				0.01	0.002							
	Indoxacarb	Advion Ant Bait Arena	352-664	1.09	0.10					0.077	0.0063		0.00262	164 ea (Net wt of Arena is 0.07 oz)	0.013		
	Indoxacarb	Advion Ant Bait Arena	100-1485	1.09	0.10											252 ea (Net wt of Arena is 0.07 oz)	0.02
	Sodium Tetraborate Decahydrate	Advance Liquid Ant Bait	499-491	1.24	1.30			4.12	37.79	62.047	72.323		13.14360				
	Indoxacarb	Advion Ant Gel	352-746	1.24	0.05				0.03	0.022	0.0346		0.05508	115.64	0.075		
	Indoxacarb	Advion Ant Gel	100-1498	1.2	0.05											143.67	0.08965
	Indoxacarb	Advion Cockroach Bait Arena	352-668	1.09	0.50					0.005	0.0014		0.00280	10 ea (Net wt of Arena is 0.07 oz)	0.00397		
	Indoxacarb	Advion Cockroach Bait Arena	100-1486	1.09	0.50											41 ea (Net wt of Arena is 0.07 oz)	0.01627
	Indoxacarb	Advion Cockroach Gel Bait	352-652	1.0442	0.60				0.01	0.000521	0.07871		0.20251	7.13	0.046		
	Indoxacarb	Advion Cockroach Gel Bait	100-1484	1.123	0.60											14.61	0.10238
	Chlorantraniliprole	Altriset	100-1503	1.094	18.4									2.00	0.419		
	Cedar oil	Best Yet Insect Control Solution	Exempt 25b materia	1.00	10.00									128.00	12.800	16.00	1.66400
	Cedar oil	Cedarcide PCO Choice Concentrate	Exempt 25b materia	1.00	85.00											10.00	8.84000
	White pepper, mineral oil	DeTour for Rodents	Exempt	0.864	3.00									166.00	4.475		
	Hydroprene	Gentrol IGR Concentrate	2724-351			0.08											
	Hydroprene	Gentrol Point Source	2724-469	0.89	90.60					0.007	0.065					0.018	0.01509
	Rosemary Oil	EcoExempt 1C	Exempt			1.66	79.99	8.32	112.49								
	2-phenethyl proplionate	EcoPco Acu	67425-14					0.00	0.01								
	Sodium Tetraborate Decahydrate (Borax)	Intice Thiquid Ant Bait	73079-7	1.33	1.00								43.26650	3554.00	49.159		
	Sodium Tetraborate Decahydrate (Borax)	Intice Thiquid Ant Bait	73079-7	1.33	2.50											4566.00	157.89228
	Fipronil	Maxforce Ant Bait Gel	432-1264	1.27	0.00		17.04			0.000013							
	Fipronil	Maxforce FC Select Roach Gel	432-1259	1.1414	0.01					0.000006							
	Imidacloprid	Maxforce Quantum Ant Bait	432-1506	1.43	0.03									27.90	0.012	31.71	0.01415
	Fipronil	Maxforce FC Roach Bait Stations	432-1257	1.00	0.05											1 ea (Net wt of station is 0.053 oz)	0.00003
	Hydramethylnon	Maxforce Roach Bait Gel	432-1254		2.15	0.13	1.13	0.03	0.00								
	sodium lauryl sulfate	Oh Yeah	Exempt	1	0.70					9.47	18.731	9.57444	7.80416	2222	16.176	78	0.56784
	Capsaicin	PIGNX Bird Repellent	844148-EPA	0.86	0.04											20	0.00716
	Note: product has 2 a.i. s	Precor 2000	274-483		0.5% permethrin					0.0208							
					0.09% methoprene					0.0000							

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16

CCC Public Works - Facilities, cont.

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total oz. A.I. Used FY 07-08	Amt Used FY 08-09	Total oz. A.I. by wt. Used 08-09	Tot. oz. A.I. by wt. Used 09-10	Tot. oz. A.I. by wt. Used 10-11	Total OZ. A.I. Used 11-12	Total OZ. A.I. Used 12-13		Total OZ. A.I. Used 13-14	Amt Used FY 14-15	Total OZ. A.I. Used 14-15	Amt Used FY 15-16	Total OZ. A.I. Used 15-16
<b>Liquid Materials</b>				(fl. ounces)					Oz. by Wt.	Oz. by Wt.		Oz. by Wt.	(fl. oz.)	Oz. by Wt.	(fl. oz.)	Oz. by Wt.	
Note: product has 4a.i. s	Precor 2000 Premise spray	2724-490	1	0.085% methoprene												16.00	0.01414
				0.35% permethrin													0.05820
				0.3% phenothrin													0.04990
				2% bicycloheptene dicarboximide													0.33280
				1.4% Piperonyl butoxide													0.23290
(s) methoprene	Precor IGR Conc	2724-352	0.789	1.20										1	0.010	8.00	0.07877
Foaming agent	Profoam Platinum (foaming agent)	1021148-50001-AA	No data	60.00										2	1.200		
coyote & fox urine	Shake Away: Fox/Coyote	80917-5	1.00	5.00							20.488		2.31400				
Sodium Tetraborate Decahydrate (Borax)	Terro PCO Bait stations	149-8-64405	1.00	5.40				0.12		1.166	0.661			135-0.36 oz stations	2.6244	170-0.36 oz stations	3.43699
Coyote urine	WCS Coyote Urine	N/A	1.00	100.00													

	<b>Dry Materials</b>				OZ. by Wt.					OZ. by Wt.					OZ. by Wt.			
Note: product has 2 a.i. s	Alpine Dust	499-527		0.25% dinotefuran				0.00	0.000									
				95% DE				0.14	0.010									
Incoxacarb	Advion Fire Ant Bait	100-1481		0.05												3.17	0.0014	
	Avert Dry Flowable Bait	499-294			0.00	0.18	0.00	0.00										
Orthoboric acid	Borid	9444-129			0.00	7.00	6.93	0.99										
Amorphous silicon dioxide	Concern Diatomaceous Earth	73729-1-50932		85.00	0.00	0.00	0.00	0.02	2.09	1.700	0.680		0.23	0.1955	0.79	0.6715		
Bromodialone	Contrac Blox	12455-79			0.09	1252.00	0.06	0.02										
non-toxic rodent monitoring food bait	Detex Blox	Eco-019												236	N/A	267	N/A	
Diatomaceous earth	Mother Earth D	499-509		100														
Note: product has 3 a.i. s	Eco PCO WP-X	None		3% phenethyl propionate						0.060	0.0792							
				5% Thyme oil						0.100	0.132							
				0.05% pyrethrins						0.001	0.00132							

**CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 15-16, Revised 11-22-16**

Note: product has 2 a.i. s	Eco PCO DX	67425-16-655	1% 2-phenethyl propionate								0.00017						
			0.4% pyrethrins								0.000068						
Note: product has 2 a.i.s	Essentira G (granules)	Exempt	2.9 % Eugenol													72	2.088
			0.60% Thyme Oil														0.432
Balsam fir oil	Fresh Cab Rodent Repellent (granules)	82016-1	2.00										8-2.5 oz pouches	0.4			
Oil of black pepper	Havahart Critter Ridder	50932-10	0.48										3.8592	624	2.9952	458	2.1984
<b>CCC Public Works - Facilities, cont.</b>																	

	Name of Product Applied	EPA or Calif. Registration #	Specific Gravity	% A. I.	Total oz. A.I. Used FY 07-08	Amt Used FY 08-09	Total oz. A.I. by wt. Used 08-09	Tot. oz. A.I. by wt. Used 09-10	Tot. oz. A.I. by wt. Used 10-11	Total OZ. A.I. Used 11-12	Tot. oz. A.I. by wt. Used 12-13	Tot. oz. A.I. by wt. Used 13-14	Amt Used FY 14-15	Tot. oz. A.I. by wt. Used 14-15	Amt Used FY 14-15	Tot. oz. A.I. by wt. Used 14-15	
	<b>Dry Materials, cont.</b>					<b>OZ. by Wt.</b>				<b>OZ. by Wt.</b>			<b>OZ. by Wt.</b>		<b>OZ. by Wt.</b>		
Orthoboric acid	Niban FG/Mother Earth Granules	64405-2 499-515		5.00	190.69	2150.56	107.53	62.64	35.98	56.875	156.300		18.75	3144.5	157.225	6038.5	301.925
Fipronil	Maxforce Ant Bait Stations	432-1256		0.05	0.00	4.66	0.00	0.00					0.00008				
Fipronil	Maxforce FC Prof. Insect Cntrl Roach Bait Station	432-1257		0.05									0.00021				
Fipronil	Maxforce Ant Bait Stations	64248-10		0.01					0.000005		0.000055						
Fipronil	Maxforce Roach Bait Stations	64248-11		0.05					0.00028	0.00016	0.000265						
Hydramethylnon	Maxforce Roach Bait Stations	432-1251			0.19	1.48	0.03	0.00									
Boric Acid	Perma Dust	499-384			142.71	682.00	242.11	94.08									
Fox Urine	Shake Away Fox Urine Granules	80917-4		5.00												196.5	9.825
<b>OZ of A.I</b>					<b>335.55</b>		<b>365.04</b>	<b>274.37</b>	<b>85.64</b>	<b>140.824</b>	<b>260.426</b>		<b>89.401</b>		<b>247.829</b>		<b>480.749</b>
<b>LBs of A.I.</b>					<b>20.97</b>		<b>22.81</b>	<b>17.15</b>	<b>5.35</b>	<b>8.80</b>	<b>16.28</b>		<b>5.59</b>		<b>15.49</b>		<b>30.05</b>
<b>OZ of BA</b>					0.41		0.12	0.03	0.00	0.02	0.0014		0.00		0.00		0.0582

**Contra Costa County Staff Responses to Issues Raised by the Public  
Regarding the County Integrated Pest Management Program**

**June-November 2229, 2016**

Date(s) Issue Raised to:  TWIC = Transportation, Water & Infrastructure Committee  IPM = IPM Committee or subcommittees  IO=Internal Operations Committee	Issues Raised by the Public	Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present
<b><u>Using glue boards for rodents in County buildings</u></b>		
11/16/16-IPM	<p><i>From Parents for a Safer Environment (PfSE)</i></p> <p><u>"The rodent control method that is horrible in particular is the use of glue boards in the county buildings. I hope to see this deplorable practice stop before the beginning of the NewYear. (11/16/16)</u></p>	<p><u>Pestec, the County's structural IPM contractor, has not used glue boards this year. In the past, glue boards have been used from time to time in detention facilities at the request of the Sheriff who is concerned that snap traps, the alternative, could be used by inmates as weapons. Glue boards are not used at any other facilities in the County.</u></p>
<b>Chairing the IPM Committee should be rotated; a scribe not associated with the Committee should be used to take notes</b>		
2/17/16-IPM	<p><i>From Parents for a Safer Environment (PfSE)</i></p> <p>"Chairing the IPM Advisory Committee should be rotated among members who wish to chair. A Scribe should be independent of Committee members and staff involved with the IPM Program."</p>	<ul style="list-style-type: none"> <li>• Every 2 years the Committee holds an election for officers. Anyone who wishes to chair the committee can nominate themselves.</li> <li>• The Committee elects a secretary to help take notes for the Committee's minutes which are written by staff. There is no outside person who could be a scribe.</li> </ul>
<b>Staff has found no unique or innovative pesticide alternatives in the Bay Area or Nation</b>		
11/4/15-IPM 2/17/16-IPM	<p><i>From Parents for a Safer Environment (PfSE)</i></p> <p>"In the staff document provided titled 2015 IPM Program Accomplishments, I was very surprised to read that staff believes after reviewing programs throughout the 'Bay Area and the nation', that 'there is nothing unique or innovative in the Bay Area or the nation.'"</p>	<ul style="list-style-type: none"> <li>• PfSE appears to be concerned that staff has found no unique or innovative approaches to pest management. This concern seems to stem from a mis-reading of the 2015 IPM Program Accomplishments document in the section on the work history of the IPM Program Data Management subcommittee. The phrase actually reads: "Looked for data other than pesticide use to measure implementation of IPM in CCC; found nothing unique or innovative in the Bay Area or the nation"</li> </ul>
<b>The IPM Coordinator does not allow the IPM Committee members and the public adequate time to review documents</b>		
9/2/15-IPM	<p><i>From Parents for a Safer Environment (PfSE)</i></p> <p>"People are often reluctant to admit</p>	<ul style="list-style-type: none"> <li>• The IPM Coordinator sends out agenda materials in accordance with the Brown Act and County policy, which is 96 hours prior to the time of the public meeting.</li> <li>• At the end of each meeting, the next meeting's agenda is planned so that</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
	<p>that they have not had time to review documents before voting on minutes and other items. Committee members are likely to just go along with the majority and vote to accept documents as Staff submits them...It is more reasonable to provide at least four to six weeks of time for volunteers to fit in the review amongst a busy schedule." (9/2/15)</p> <p>"...I find it appalling that Staff would propose to totally eliminate the By-Laws language that requires a timely distribution of the meeting minutes to the IPM Advisory Committee. It has been difficult to read all the documents required for review within 5 days [from when] they are provided, which is a recent improvement to providing it 3 days prior to meetings that was practiced before my letter earlier this year...The By-Laws currently states that minutes be distributed 1 week after the meeting...I believe it's reasonable to amend [the by-laws] to distributing the materials within 2 weeks after the meeting to give staff time to prepare the meeting minutes, but eliminating this important timeline is not acceptable to the community." (9/2/15)</p>	<p>members are aware of and can plan time for review of long or numerous documents.</p> <ul style="list-style-type: none"> <li>• Since the inception of the IPM Advisory Committee, the practice has been to distribute the minutes with the agenda materials. Because the by-laws were being updated to reflect the current designations for IPM Committee seats and to change public member terms, the IPM Coordinator proposed changing the by-laws to reflect the current practice regarding distribution of the minutes. On 9/2/15 the IPM Committee members discussed these by-laws changes and heard comment from the public on the issue. The Committee voted to unanimously approve all the by-laws changes. The changes were approved by the full Board of Supervisors.</li> </ul>
<b>IPM subcommittees should focus on pesticide use and not on bed bugs or removing turf</b>		
<p>2/16/15-IPM 2/17/15-IPM 2/20/15-IPM 3/2/15-TWIC 3/4/15-IPM 5/6/15-IPM 8/6/15-IPM 9/2/15-IPM 11/4/15-IPM</p>	<p><i>From Parents for a Safer Environment (PfSE)</i></p> <p>Issue of the subcommittees working on bed bugs, a community problem, rather than County-only pesticide issues and working on turf removal around buildings rather than on pesticide use in rights-of-way</p>	<ul style="list-style-type: none"> <li>• Bed bugs affect 1000s of Contra Costa residents, both in municipalities and the unincorporated areas of the County. In order to get relief, desperate citizens are using many different kinds of pesticides in the home, throughout the bedroom, and often on the bedding itself. Reports indicate that frequently pesticides are used to excess and in a manner contrary to the labeled directions. This intimate contact with, and misuse of, pesticides is very troubling. This is a serious issue of pesticide exposure and contamination as well as an issue of the well-being of Contra Costa residents that the County has an obligation to address.</li> <li>• There are also bed bug issues that need to be addressed in County buildings. Staff and buildings are vulnerable where the public goes in and out of offices frequently and in large numbers. Staff and supervisors need training in identifying risks, actual infestations, and opportunities for prevention.</li> <li>• Converting turf to drought-tolerant landscaping accomplishes several things: <ul style="list-style-type: none"> <li>○ Saves millions of gallons of water in this time of serious drought.</li> <li>○ Reduces the need for weed control and thus for herbicides. The limited</li> </ul> </li> </ul>



<b>Date(s) Issue Raised to:</b>  <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b>  <b>IPM = IPM Committee or subcommittees</b>  <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		<p>irrigation and wood chip mulch between the drought-tolerant plants is not conducive to weed growth, Few weeds sprout in the dry soil under the mulch, and those that do sprout can often be hand-pulled.</p> <ul style="list-style-type: none"> <li>○ Addresses herbicide use near buildings, which is where people have the greatest chance of being exposed to these pesticides.</li> <li>○ Reduces maintenance hours because turf is a high maintenance plant.</li> <li>○ Frees Grounds maintenance staff to better manage other landscapes and continue to reduce their use of pesticide.</li> <li>○ Reduces the amount of electricity used to pump water, the amount of gas used in lawn mowers and trimmers and in trucks to travel to and from sites for maintenance, and reduces the amount of pesticide and fertilizer used in maintaining the turf. This reduces greenhouse gas emissions.</li> <li>○ Demonstrates that the County is a leader in landscaping more wisely for the arid climate in which we live.</li> </ul>
<b>County not tracking pesticide use separately for Public Works rights-of-way/roadsides, flood control channels, and County-owned parcels</b>		
3/2/15-IPM 8/26/15-Email 3/16/16-IPM	<i>From Parents for a Safer Environment (PfSE):</i> “We do not see any good reason why pesticide usage is not being provided to the community for each roadside and flood control program.” (3/2/15)	<ul style="list-style-type: none"> <li>• The County has always tracked pesticide use separately for roadsides, flood control channels, and County-owned parcels, but because of a recent change in the way the Department reported pesticide use to the State of California, the state Pesticide Use Reports for FY 12-13 and FY 13-14 were not separated. The database that Public Works uses to track pesticide use cannot produce reports for PfSE that are user friendly since the database was never intended to be a pesticide use reporting tool. As a courtesy to PfSE, the Department has resumed separating pesticide use for the 3 programs when it reports to the state. These Pesticide Use Reports have been provided to PfSE for FY 14-15.</li> </ul>
<b>Report the total amount of pesticide used not just the active ingredients</b>		
8/26/15-Email 11/4/15-IPM	<i>From Parents for a Safer Environment (PfSE):</i> “Report total amount, not just the active ingredients of pesticides used in usage spreadsheet”	<ul style="list-style-type: none"> <li>• In the spread sheet prepared by the IPM Coordinator every year for pesticide use by County operations, the total amount of pesticide product used is recorded as well as the total amount of pesticide active ingredient used for each product.</li> <li>• The California Department of Pesticide Regulation reports pesticide use for the state in pounds of active ingredient. The County has adopted this system so that pesticide use reporting is aligned with the state. But as noted above, the County spreadsheet also records total pounds or gallons of pesticide product used.</li> <li>• The spreadsheet is posted on the IPM website and attached to the annual report.</li> </ul>
<b>Corrections to the minutes of the IPM Advisory Committee or its subcommittees requested by PfSE</b>		
5/6/15-IPM 6/9/15-IPM 8/6/15-IPM <u>7/20/16-IPM</u>	<i>From Parents for a Safer Environment (PfSE)</i> Issue of PfSE requesting changes to the minutes and then changes are not made	<ul style="list-style-type: none"> <li>• The IPM Committee members vote on whether or not to make corrections to the minutes. The members do not always vote to make PfSE's corrections, additions, and changes. The IPM Coordinator includes written changes from PfSE (as well as other public comment) as attachments to the official record of the meeting. The official agenda, minutes, public comment, and other attachments are posted on the IPM website.</li> </ul>
<b>The herbicide Roundup (active ingredient glyphosate) has been designated as a probable human carcinogen by the World Health Organization's International Agency for Research on Cancer (IARC)</b>		
6/9/15-IPM	<i>From Parents for a Safer</i>	<ul style="list-style-type: none"> <li>• The IPM Coordinator has been attending meetings in San Francisco with IPM</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
7/8/15-IPM 8/6/15-IPM 9/2/15-IPM	<i>Environment (PfSE):</i> “Considering that RoundUp products with the active ingredient, glyphosate, is [sic] being applied at the rate of nearly 1,000 lbs annually in the Grounds Program alone, and that glyphosate has been listed as a Probable Human Carcinogen by the World Health Organization earlier this year, are there any plans by the county to eliminate this risky chemical to reduce exposure to the community and wildlife?”	coordinators and city and county staff from around the Bay to discuss the Roundup issue. At this point we do not have a less hazardous product with equivalent efficacy to replace Roundup, but we continue to look for one. The Grounds Division uses Roundup as a spot treatment and uses a little as necessary. In FY 14-15 the Grounds Division used 311 lbs. of glyphosate, the active ingredient in Roundup. <ul style="list-style-type: none"> <li>• The most serious risk of exposure to Roundup is to the applicator because that person is in close contact with the material, sometimes daily. The law and the County require applicators to wear personal protective equipment and to be trained annually to prevent exposure. In light of the new probable carcinogen designation, the County is looking at whether there are additional precautions that should be taken to protect workers.</li> <li>• IARC identifies the potential for a chemical to cause cancer but does not quantify any increased risk to people from a chemical so designated nor does it recommend a safe level of exposure. Those designations are left up to regulatory agencies around the world. The County is waiting for the USEPA to complete its review of glyphosate.</li> <li>• On 11/12/15, the European Food Safety Authority ruled that glyphosate probably does not cause cancer in humans despite IARC’s findings.</li> </ul>
<b>Questions posed during public comment for items not on the agenda are not answered by the IPM Committee</b>		
<u>8/6/15-IPM</u> <u>7/20/16-IPM</u> <u>9/21/16-IPM</u>	<i>From Parents for a Safer Environment (PfSE):</i> “...please allow ample time for answering and discussing these 6 questions as listed in order of priority at the next meeting agenda. Community members have been waiting patiently since last year for most of these questions to be addressed.”	<ul style="list-style-type: none"> <li>• The IPM Committee does not take up and discuss issues that are not on the published agenda for the meeting as this would be a violation of the Brown Act.</li> <li>• Members of the Committee can request to have public concerns put on the agenda for a future meeting.</li> </ul>
<b>IPM Committee members should RSVP for each meeting</b>		
6/9/15-IPM 7/8/15-IPM 8/6/15-IPM	<i>From Parents for a Safer Environment (PfSE):</i> “I attended the April 14, 2015 meeting when we waited for over 30 minutes for staff and community members on the [Weed sub] Committee to arrive to no avail. Staff had to regretfully cancel the meeting due to lack of a quorum. ...consider asking for a heads-up from committee members if they cannot attend a future IPM meeting.” (6/9/15 and 7/8/15)  “Would the county request Committee members to provide in writing, anticipation of absenteeism	<ul style="list-style-type: none"> <li>• IPM Committee members alert the IPM Coordinator when they know they will be late or will be missing a meeting of either the full committee or a subcommittee. Unfortunately, unexpected circumstances do arise from time to time.</li> <li>• The Weed subcommittee meeting on April 14, 2015 was the first meeting of the full IPM Committee or any of its subcommittees that had to be cancelled for lack of a quorum since the IPM Advisory Committee was formed in 2010.</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
	so that those who arrive at meetings are not waiting for an hour only for the meeting to be cancelled due to lack of a quorum." (8/6/15)	
<b>Quorums have been disregarded in previous subcommittee meetings</b>		
6/9/15-IPM 7/8/15-IPM	<i>From Parents for a Safer Environment (PfSE):</i> "According to Shirley Shelangoski who had attended all subcommittees between 2012-2014, quorums were <i>not</i> considered in subcommittees until the recent year. Before, subcommittee meetings were held regardless of a lack of quorum."	<ul style="list-style-type: none"> <li>All subcommittees consider whether or not there is a quorum before proceeding with a meeting. Attendance is tracked in each set of minutes.</li> </ul>
<b>Absences on the IPM Committee</b>		
8/6/15-IPM 8/26/15 Email	<i>From Parents for a Safer Environment (PfSE):</i> "Will the county track absenteeism and provide the data annually so that those who missed more than two in a given year be considered for removal from membership as stated in the By-Laws?"	<ul style="list-style-type: none"> <li>Absences are tracked in the minutes of every meeting of the full IPM Committee and each of its subcommittees. Attendance at meetings is reported annually to the Board of Supervisors.</li> </ul>
<b>Pesticide Use around the Hazardous Materials Office and Co. Admin Bldg in Martinez</b>		
2/20/15-IPM 8/615-IPM 2/17/16-IPM <u>11/16/16-IPM</u>	<i>From Parents for a Safer Environment (PfSE)</i> Issue of members of PfSE observing pesticide use around the Hazardous Materials Office at 4585 Pacheco Blvd. in Martinez without posting "Currently, pesticides are used outside the auspices of the County IPM program in many buildings, including the Hazardous Materials building and the County Administration building." (2/17/16)	<ul style="list-style-type: none"> <li>The Hazardous Materials Program rents space from ERRG, a company that occupies the top floor of the building. They and not the County are responsible for maintaining the building and the property.</li> <li>The County's posting policy does not require private owners of buildings to post their pesticide use.</li> <li>On 8/6/15, PfSE videoed a Clark Pest Control technician spraying around the building at 4585 Pacheco Blvd. Clark, the contractor for ERRG, was using a pesticide called indoxacarb for ants that had been invading the building, particularly the top floor. Indoxacarb is listed as a "reduced risk" pesticide by the USEPA and is used by Pestec, the County contractor, in baits for cockroaches and ants. Hazardous Materials staff who experienced ant problems were educated by the IPM Coordinator, all food debris was removed, and boric acid baits were used in the two Hazardous Materials offices with ants trailing through.</li> <li>No pesticides are being used in or around the County Administration building at 651 Pine Street that are not applied by Pestec, the County contractor, as part of the County IPM program. We are not aware of any pesticides being used at other</li> </ul>

Date(s) Issue Raised to: TWIC = Transportation, Water & Infrastructure Committee IPM = IPM Committee or subcommittees IO=Internal Operations Committee	Issues Raised by the Public	Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present
		County buildings that are not applied by Pestec. If PfSE has specific evidence of this happening, we would gladly investigate.
<b>IPM Contract Language and reviewing contracts</b>		
<p>11/6/13-IPM 12/5/13-TWIC 2/26/14-IPM 3/5/14-IPM 3/6/14-TWIC 8/26/15-Email 2/17/16-<a href="#">IPM</a> 9/15/16-<a href="#">IPM</a></p>	<p><i>From Parents for a Safer Environment (PfSE):</i> "the county still does not have IPM language in its contracts with pest control contractors" "Contractors conducting pest control should be evaluated annually by the IPM Advisory Committee and contracts bid upon and assessed for a strong IPM track record." (2/17/16) "The Public Works Dept's Special District currently has on its payroll, a contractor who did not have to bid with IPM experience as a criteria and uses only rodenticides, including 2<sup>nd</sup> generation [sic] in public parks." (2/17/16) <a href="#">Concerns about the letter from Special Districts to its contractors explaining the IPM approach expected of them. (9/15/16)</a></p>	<ul style="list-style-type: none"> <li>• 2009: the IPM Coordinator and County staff added IPM language to the contract for pest management in &amp; around Co. buildings. The contractor emphasizes education, sanitation, and pest proofing as primary solutions. Insecticides, mainly in the form of baits, are used as a last resort. For the control of rats and mice in and around County buildings, the County only uses sanitation, education, and trapping.</li> <li>• Special Districts currently hires only 1 contractor for pest control. He is employed by means of a purchase order, which is not an appropriate vehicle for IPM contract language; however, <ul style="list-style-type: none"> <li>○ as a condition of his employment, he is required to abide by the Public Works "Landscape Design, Construction, and Maintenance Standards and Guidelines"<sup>1</sup> which contain language outlining the IPM approach. This also applies to any other contractor hired by Special Districts.</li> <li>○ this has been explained to PfSE several times.</li> </ul> </li> <li>• Spring 2012: to reinforce the IPM standards, the Special Districts Manager sent a letter to each Special Districts' contractor detailing the IPM approach expected of them. This is an on-going practice and any new contractors will receive the same letter to emphasize the County's IPM principles.</li> <li>• On 11/28/12, Susan JunFish asked for Special Districts contracts and purchase orders; on 11/29/12 the IPM Coordinator sent her the contracts, purchase orders, and letters mentioned above that were sent out by Special Districts.</li> <li>• On 2/14/13, Susan JunFish asked again for copies of the letters and was sent them on 2/15/13.</li> <li>• The Grounds Division occasionally hires a contractor to apply pesticides that the Division does not have staff or equipment to apply itself. The IPM Coordinator considers that these contracts or purchase orders do not require IPM language because the contractor is hired for a specific pesticide application and not to perform IPM services or make any IPM decisions. In these cases the Grounds Division has already gone through the IPM decision making process and has decided the specific work ordered is appropriate.</li> <li>• Reviewing contracts has not been in the purview of the IPM Advisory Committee.</li> <li>• The 1 contractor hired by Special Districts for pest control (see also the 2<sup>nd</sup> bullet, above) uses mostly trapping for vertebrate pests. <a href="#">In FY 15-16, he</a> used 0.024 ounces of the rodenticide active ingredient diphacinone (a 1<sup>st</sup> generation anticoagulant) <a href="#">in FY 14-15</a>. He does not use any 2<sup>nd</sup> generation anticoagulants.</li> <li>• <a href="#">Since the IPM Program began reporting data on pesticide use in Special Districts in FY 08-09, no 2<sup>nd</sup> generation anticoagulants have been used.</a></li> <li>• <a href="#">The concerns expressed by Susan JunFish on 9/15/16 about the clarity and detail of the letter to contractors are valid and the Decision-Making subcommittee will take up these concerns.</a></li> </ul>

<sup>1</sup> <http://www.co.contra-costa.ca.us/index.aspx?nid=2147>

<b>Date(s) Issue Raised to:</b>  <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b>  <b>IPM = IPM Committee or subcommittees</b>  <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
<b>Unprofessional Behavior by County Staff</b>		
11/6/13-IPM 11/13/13-IO 12/5/13-TWIC 2/26/14-IPM 3/5/14-IPM 3/6/14-TWIC	<i>From Parents for a Safer Environment (PfSE):</i> “serious pattern of hostile and unprofessional treatment to the community by County staff”  “continued name-calling, shouting, and put-downs by county staff and Committee members at IPM meetings”  “require staff to take training in order to learn how to work productively in public meetings”	<ul style="list-style-type: none"> <li>• Staff disagree with the assertions that staff have been hostile or unprofessional toward members of PfSE or that staff have engaged in name-calling, shouting, or put-downs in any committee meetings. However, without reference to specific incidents on specific dates, it is impossible for staff to respond in detail.</li> <li>• Members of the public have always had ample opportunity (within defined limits) to participate in all aspects of IPM Committee meetings.</li> <li>• Starting in 2014, IPM full committee and subcommittee meetings will strictly adhere to the Ground Rules adopted unanimously by the IPM Committee on May 5, 2010. The IPM Coordinator will distribute Committee Ground Rules with each agenda packet. This will make public participation more fair and prevent one or a few individuals from dominating public comment. This course of action should limit the potential opportunities for improper discourse.</li> </ul>
<b>Make Audio and/or Video Recordings of IPM Committee Meetings</b>		
3/6/14-TWIC 3/2/15-TWIC 2/17/16-IPM	<i>From Parents for a Safer Environment (PfSE):</i> “record meetings with a camcorder”  “The Community requested to have IPM related meetings recorded to achieve accurate meeting minutes that reflect what actually happened at the meetings and to encourage professional behavior.”	<ul style="list-style-type: none"> <li>• Vince Guise, Agricultural Commissioner in 2013, suggested that meetings be audio recorded (no video). The issue may be taken up at a future IPM Committee meeting.</li> <li>• No other advisory bodies video or audio record their meetings. If the public wishes to record meetings, they may do so and should announce their intention at the beginning of the meeting.</li> <li>• It appears that PfSE is recording all IPM Committee meetings on a laptop, so they will be able to reference those recordings if need be.</li> </ul>
<b>Intimidation of a member of Parents for a Safer Environment by the IPM Coordinator</b>		
2/12/14-TWIC 3/5/14-IPM 3/6/14-TWIC 2/17/16-IPM	<i>From Parents for a Safer Environment (PfSE):</i> “we ask that in the future, [County] staff not contact the community and pressure them to retract their public comments”	On November 13, 2013, Margaret Lynwood submitted a written public comment to the Internal Operations Committee. In the comment, she stated that she had “been attending pesticide related meetings and [had] discovered a serious pattern of hostile and unprofessional treatment to the community by county staff.” Since Ms. Lynwood did not provide specific details, and the IPM coordinator had no record of her attending and did not remember seeing her in the last 4 years at any IPM Committee or subcommittee meetings, but only at TWIC and IO meetings, she contacted Ms. Lynwood by phone to understand her concerns and ask her if she felt that County Supervisors or other staff in TWIC or IO meetings had exhibited unprofessional behavior. She said, “No,” and was unable to cite a specific instance when she had witnessed such behavior. The IPM Coordinator did not ask her to retract her public comment.
<b>Use of Pre-Emergent Herbicides</b>		
11/6/13-IPM 12/5/13-TWIC	<i>From Parents for a Safer Environment (PfSE):</i> “The Community wants to be assured that the Public Works Dept does not use pesticides along the Flood Control District that has [sic]	This is an issue about pre-emergent herbicides and was discussed in a subcommittee meeting on 10/29/13 and again in the Advisory Committee meeting on 11/6/13. Both meetings were attended by both Susan JunFish and Shirley Shelangoski of PfSE.  The following points were made: <ul style="list-style-type: none"> <li>• Pre-emergent herbicides have residual activity by design because they are meant</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
	residual activity before a forecasted rainstorm."	<p>to prevent the germination of weeds over an extended period of time, sometimes a number of weeks.</p> <ul style="list-style-type: none"> <li>• Pre-emergent herbicides are used by Public Works as part of their herbicide rotation program to prevent the development of herbicide-resistant weeds. Herbicide rotation is one of a number of best practices strongly recommended by the University of California and many other researchers to prevent herbicide resistance<sup>2</sup>. Creating herbicide-resistant weeds is considered an extremely serious problem by weed scientists throughout the world.</li> <li>• Pre-emergent herbicides are not applied on flood control channel banks; they are used on flood control access roads above the banks.</li> <li>• Pre-emergent herbicides need irrigation or rainfall shortly after their application, typically within a few days to several weeks, to carry them shallowly into the soil where they become active. Because there is no irrigation on flood control access roads, pre-emergent herbicides must be applied prior to a rain event.</li> <li>• The Department follows all label requirements for the application of pre-emergent herbicides (and all other herbicides). Note that a pesticide label is <u>law</u> and must be strictly followed.</li> <li>• The use of pre-emergent herbicides can reduce the total amount of herbicide needed to control weeds in the County because it takes a smaller amount of pre-emergent herbicide to control weeds in an area than it would using a post-emergent herbicide.</li> </ul>
	<b>Use of Garlon 3A® (triclopyr) herbicide on flood control channel slopes without considering its half-life</b>	
3/5/14-IPM 3/6/14-TWIC 8/26/15-Email	<p><i>From Parents for a Safer Environment (PfSE):</i>            "We want the Public works Department to consider the residual activity (or half-life) of pesticides prior to application. Particularly along the Flood Control District before a forecasted rain that can wash pesticides into the channels and contaminate the water that flows to the Bays"</p>	<ul style="list-style-type: none"> <li>• Staff has reviewed EPA documents for triclopyr reregistration; information on triclopyr in the Nature Conservancy's <i>Weed Control Methods Handbook</i>; information on triclopyr in the Weed Science Society of America's <i>Herbicide Handbook</i>; and the CA Department of Pesticide Regulation's "Environmental Fate of Triclopyr" (January 1997); and has found that triclopyr:               <ul style="list-style-type: none"> <li>○ Is practically non-toxic to birds, fish, and crustaceans</li> <li>○ Is of very low toxicity to mammals and is rapidly absorbed and then rapidly excreted by the kidneys, primarily in unmetabolized form</li> <li>○ Has an average half-life in soil of 30 days (considered short persistence)</li> <li>○ Would have little toxicological hazard to fish and wildlife as currently used in forestry (CCC's use is similar, although the County uses less product per acre than studies cited)</li> <li>○ Has a low <math>K_{oc}</math>, which indicates mobility in soil; however, studies show that triclopyr is only somewhat prone to lateral movement and is practically not prone to vertical movement. In addition, triclopyr is fairly immobile in the sub-surface flow.</li> <li>○ Could be used without harm to nearby streams in forestry applications if</li> </ul> </li> </ul>

<sup>2</sup> 2012. Norsworthy, Jason K., et al. Reducing the Risks of Herbicide Resistance: Best Management Practices and Recommendations. *Weed Science* 2012 Special Issue:31-62.

2000. Prather, Timothy S., J.M. DiTomaso, and J.S. Holt. Herbicide Resistance: Definition and Management Strategies. University of California, Division of Agriculture and Natural Resources Publication #8012. 14 pp.



<p><b>Date(s) Issue Raised to:</b></p> <p><b>TWIC = Transportation, Water &amp; Infrastructure Committee</b></p> <p><b>IPM = IPM Committee or subcommittees</b></p> <p><b>IO=Internal Operations Committee</b></p>	<p><b>Issues Raised by the Public</b></p>	<p><b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b></p>
		<p>buffer zones are used around streams and ephemeral drainage routes.</p> <ul style="list-style-type: none"> <li>• CCC Public Works Vegetation Management uses Garlon 3A as follows: <ul style="list-style-type: none"> <li>○ Garlon 3A is a broadleaf contact herbicide with no pre-emergent qualities. It does not kill grasses, so it is often used with Roundup (glyphosate), which does kill grasses.</li> <li>○ Generally Garlon 3A is not used during the rainy season.</li> <li>○ It is used on roadsides, flood control channel slopes, and flood control channel access roads.</li> <li>○ On flood control channel slopes, Garlon 3A is sprayed down the slope no further than the toe of the slope. Flood control channels are trapezoidal in cross section, and the toe of the slope is where the slope meets the flat part of the channel. Depending on the site, the water in the channel is from 10-50 ft. from the toe.</li> <li>○ If there is a chance of the herbicide getting into the water, Public Works uses Renovate 3, which has the same active ingredient (triclopyr), but is labeled for aquatic use.</li> </ul> </li> </ul>
	<p><b>Posting for pesticide use</b></p>	
<p>11/6/13-IPM 12/5/13-TWIC 2/20/14-IPM 2/24/14-IPM 2/26/14-IPM 3/5/14-IPM 3/6/14-TWIC 4/2/14-IPM 12/4/14-TWIC 2/17/15-IPM 3/2/15-TWIC 8/26/15-Email 11/4/15-IPM 2/17/16-IPM <u>11/16/16-IPM</u></p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>"The county staff are still not posting when applying pesticide in parks, along hiking trails, major intersections of rights of ways, along flood control districts where many people, children and their pets frequent."</p> <p>"Posting online of pesticide applications"</p> <p>"Posting online of pesticide use reports from <i>each</i> program as they are generated on a monthly basis [for fulfilling reporting requirements with the state Department of Pesticide Regulation]"</p> <p>Provide a list of where pesticide applications were posted for each IPM program and how many signs were used in 2013. (4/2/14)</p> <p>"The County's Posting Policy states that posting is required where there is foot access by the public or where the area is used for recreation...PfSE has shown you photos of children walking along these access trails...These access roads look just like walking trails along often idyllic looking creeks that the community use on a daily</p>	<ul style="list-style-type: none"> <li>• In 2009 the Departments developed a pesticide use posting policy. The policy does not require posting in "rights-of-way or other areas that the general public does not use for recreation or pedestrian purposes".</li> <li>• The CCC posting policy, including the provision mentioned above, is consistent with, and very similar to the posting policies of Santa Clara and Marin Counties and with the City of San Francisco.</li> <li>• The policy was reviewed and discussed by the IPM Committee when it was first developed, and in 2012 was revised to allow web posting and allow permanent signs in certain areas.</li> <li>• County Departments have verified that they abide by the posting policy.</li> <li>• The County's website for online posting of pesticide applications (for the areas required by the CCC posting policy) was up and running as of 3/10/15.</li> <li>• Pesticide use reports that are generated for the California Department of Pesticide Regulation are provided yearly to Parents for a Safer Environment. Monthly reports are available if the public wishes to view them.</li> <li>• In the 5/27/14 IPM Transparency subcommittee meeting, the IPM Coordinator presented a chart with a list of pesticide application postings and the number of posting signs used during the 2013 calendar year.</li> <li>• Note that the County Posting Policy states that posting is "Not required in locations that the public does not use for recreation or pedestrian purposes" Recreation is defined as "any activity where significant physical contact with the treated area is likely to occur".</li> <li>• On Pinole Creek, in the photo submitted by PfSE, the Public Works Department does not treat the access road the children are shown walking on.</li> <li>• Most of the County's Flood Control access roads are within locked gates with signs saying "Property of Contra Costa. No Trespassing". No one should be jogging or walking along these roads.</li> <li>• If PfSE can provide the County with information on specific access roads and specific times when people have been exposed to pesticide spraying, the County</li> </ul>

Date(s) Issue Raised to:  TWIC = Transportation, Water & Infrastructure Committee  IPM = IPM Committee or subcommittees  IO=Internal Operations Committee	Issues Raised by the Public	Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present
	<p>basis.” (12/4/14)</p> <p>Concerns about pesticide posting (2/17/15)</p> <p>“Posting is still not done in most treated areas where people have foot access and where they recreate per the CC County’s Posting Policy.” (3/2/15)</p> <p><u>“I’d also like to see that posting is being done per policy.” (11/16/16)</u></p>	<p>will investigate immediately.</p> <ul style="list-style-type: none"> <li>Without information on specific locations, the County is unable to investigate this concern about not posting “in most treated areas where people have foot access and where they recreate...”.</li> </ul>
<b>Adopting an IPM ordinance</b>		
<p>9/4/13-IPM 11/6/13-IPM 2/26/14-IPM 3/5/14-IPM 3/6/14-TWIC 3/2/15-TWIC 2/17/16-IPM</p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>Issue of adopting an IPM ordinance for the County</p>	<ul style="list-style-type: none"> <li>In 2009, Susan JunFish proposed the need for an IPM Ordinance to the BOS. The Board directed the Committee to investigate the issue.</li> <li>In 2009, County Counsel wrote an opinion recommending the use of an administrative bulletin to supplement the County’s IPM Policy.</li> <li>County Counsel continues to stand by their 2009 opinion.</li> <li>At several meetings in 2010 and 2011, the IPM Committee studied the issue and heard presentations from PfSE and from other counties. In 2011 the Committee concluded unanimously that the County should adopt an IPM Administrative Bulletin to supplement the IPM Policy that the County adopted in 2002. In CCC an administrative bulletin serves to direct staff and carries consequences for non-compliance.</li> <li>The IPM Committee found no advantage to adopting an IPM ordinance.</li> <li>In April of 2013, the IPM Administrative Bulletin was adopted.</li> <li>In the fall of 2013, the IPM Committee again reviewed the issue of adopting an IPM Ordinance. For the second time, the Committee saw no advantage to developing an ordinance and once again voted unanimously to recommend the continued use of the IPM Policy supplemented by the IPM Administrative Bulletin.</li> </ul>
<b>Reporting “Bad Actor” pesticides</b>		
<p>11/6/13-IPM 12/5/13-TWIC 2/12/14-TWIC 3/5/14-IPM 3/6/14-TWIC 2/17/15-IPM 3/2/15-TWIC</p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>Disagreement on how the County should report “Bad Actor”<sup>3</sup> pesticides in the IPM Annual Report</p>	<ul style="list-style-type: none"> <li>Since FY 00-01, the County has been publishing pesticide use figures that include use figures for “Bad Actors”.</li> <li>Note that <u>all</u> pesticides used by County operations are reported in the IPM Annual Report, regardless of the toxicity or hazards of the pesticide. At issue is the categorization of pesticides in the report, not whether all use is reported.</li> <li>Susan JunFish, of Parents for a Safer Environment (PfSE), has been asking that additional pesticides be reported as “Bad Actors”. To resolve this issue, the IPM Committee heard presentations from Susan JunFish and held a special meeting</li> </ul>

<sup>3</sup> “Bad Actor” is a term coined by 2 advocacy groups, Pesticide Action Network (PAN) and Californians for Pesticide Reform, to identify a “most toxic” set of pesticides. These pesticides are at least one of the following: known or probable carcinogens, reproductive or developmental toxicants, cholinesterase inhibitors, known groundwater contaminants, or pesticides with high acute toxicity. The pesticides designated as “Bad Actors” can be found in the PAN database on line: <http://www.pesticideinfo.org/>



<b>Date(s) Issue Raised to:</b>  <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b>  <b>IPM = IPM Committee or subcommittees</b>  <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
8/26/15-Email 9/2/15-IPM		<p>of the Data Management subcommittee on March 25, 2013 devoted exclusively to this issue. Dr. Susan Kegley<sup>4</sup> was invited to speak, as requested by Ms. JunFish.</p> <ul style="list-style-type: none"> <li>• After hearing Dr. Kegley's presentation and discussing the issue with her and with representatives of PfSE, the subcommittee members concluded that the County should report as "Bad Actors" only those that are designated as such in the Pesticide Action Network database.</li> <li>• June 26, 2013: The IPM Committee voted unanimously to make changes to the 2012 IPM Annual to reflect the recommendation from the Data Management subcommittee, as noted above. The IPM Coordinator continues to report pesticides as "Bad Actors" only if they are designated as such in the PAN database.</li> </ul>
<b>Use of Paraquat and Other Bad Actors for Aquatic Weed Control by the Department of Agriculture</b>		
2/17/15-IPM	<p><i>From Parents for a Safer Environment (PfSE):</i> "Use of paraquat for Aquatic Weed Control and other broad applied Bad Actor Pesticides by the Department of Agriculture." (Particular mention of South American sponge plant in the Delta was made.)</p>	<ul style="list-style-type: none"> <li>• The Agriculture Department has not used paraquat in any aquatic weed applications and does not apply herbicides to the Delta for aquatic weeds. In the past, the Department has treated purple loosestrife in County waterways that feed into the Delta, but from this point forward they will not be treating any aquatic weeds.</li> <li>• The State Department of Boating and Waterways (DBW) has treated various areas in the Delta for invasive aquatic weeds over the years, and in September 2012, Governor Brown signed legislation authorizing DBW to add South American sponge plant to the list of weeds they treat.</li> <li>• State weed science experts judged that South American sponge plant posed a serious threat to the ecosystems in California waterways. This was based on research, the biology of the plant, and the rapid rate of its spread in California.</li> <li>• Judicious use of herbicide to eliminate small infestations before they take over and completely clog Delta waterways is an excellent use of herbicide and will prevent huge expenditures of labor and herbicide in the future. This kind of preventive use of a pesticide to reduce the necessity to use large amounts of pesticide when the pest has built to great numbers is a recognized and legitimate IPM tactic.</li> </ul>
<b>Providing comments on the kestrel study, and rodenticides use concerns</b>		
11/6/13-IPM 12/5/13-TWIC 2/20/14-IPM 2/24/14-IPM 3/5/14-IPM 3/6/14-TWIC 8/26/15-Email <u>7/20/16-IPM</u>	<p><i>From Parents for a Safer Environment (PfSE):</i> "We have asked the Dept of Ag and the IPM Advisory Committee to provide comments on the Kestrel study and PfSE's Draft LD50 document in the past two years."  In conjunction with this research paper, PfSE has brought up its concern about the rodenticides used by County operations.</p>	<ul style="list-style-type: none"> <li>• On 9/18/12 Susan JunFish circulated to members of the IPM Committee the abstract from the kestrel study mentioned at left. On 2/4/13, the IPM Coordinator circulated the actual research paper to all the members of the IPM Committee.</li> <li>• On November 22, 2013, Vince Guise, Agricultural Commissioner, sent a formal response to Susan JunFish regarding the kestrel study. (TWIC and the IPM Committee Chair and IPM Coordinator were cc'ed on this communication.)</li> <li>• On January 7, 2014, Vince Guise re-sent the formal response to Susan JunFish and Shirley Shelangoski. On January 16, 2014, Shirley Shelangoski confirmed having received the document.</li> <li>• Susan JunFish asked the Committee to comment on the study, and the formal response was provided by the Agriculture Dept.</li> <li>• Regarding "PfSE's Draft LD50 document", neither the Committee nor County staff</li> </ul>

<sup>4</sup> Ph.D. Organic/Inorganic Chemistry; Principal and CEO, Pesticide Research Institute; former Senior Staff Scientist for Pesticide Action Network (PAN); instrumental in the development of the PAN database.

<p><b>Date(s) Issue Raised to:</b></p> <p><b>TWIC = Transportation, Water &amp; Infrastructure Committee</b></p> <p><b>IPM = IPM Committee or subcommittees</b></p> <p><b>IO=Internal Operations Committee</b></p>	<p><b>Issues Raised by the Public</b></p>	<p><b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b></p>
	<p>“Contractors [in Special Districts] use pesticides [rodenticides] before demonstrating alternatives first.” (8/26/15)</p> <p>“I would like to first point out that the Special District program of Public Works is still using rodenticides in the county parks...It would be helpful to see the decision making tree on the way rodenticides are chosen instead of traps or asphyxiation methods using safer gases like carbon dioxide.” (3/16/16)</p> <p><a href="#">“The Public Works Special District program is using about 50 lbs. of rodenticides in parks.” (7/20/16)</a></p>	<p>can comment on data calculated by Susan JunFish that have no references or clear calculation methods. This was conveyed to PfSE in the Department of Agriculture’s Kestrel response letter.</p> <ul style="list-style-type: none"> <li>• Note that as part of the Department of Agriculture’s ground squirrel program, the Department surveys ground squirrel treated areas for ground squirrel carcasses (or any other carcasses). Staff rarely find dead ground squirrels above ground, which is consistent with U.C. research in the state and the experience of other agencies. Staff has never found secondary kill, such as raptors or predatory mammals, in areas the Department treats. This does not mean, nor does the County claim, that no secondary kill ever occurs in the course of the County’s treatment program.</li> <li>• The IPM Committee did not discuss the research paper specifically; however, the Committee and County staff took the following steps regarding the rodenticide issue: <ul style="list-style-type: none"> <li>○ In 2012, the Agriculture Dept. conducted an in-house trial of live-trapping of ground squirrels as a possible alternative to rodenticides treatment. See below for more detail.</li> <li>○ At their January 2013 meeting, the Committee heard a presentation from the Agriculture Dept on the trapping study and heard a presentation from the State Department of Fish and Wildlife on secondary poisoning of raptors and other predators and the state’s efforts to restrict use of the more toxic 2<sup>nd</sup> generation anticoagulant rodenticides (CCC does not use 2<sup>nd</sup> generation anticoagulants because of their toxicity and their hazards to non-target animals that consume poisoned rodents).</li> <li>○ At their March 2013 meeting, the Committee heard a presentation from Dr. Jim Hale on wildlife issues in CCC that included discussion of the impacts of rodenticides.</li> <li>○ At their May 2013 meeting, the Committee heard a presentation from Mt. Diablo Audubon on their campaign to curb the use of 2<sup>nd</sup> generation rodenticides.</li> <li>○ The Agriculture and Public Works Departments jointly prepared a map of the County marking where rodenticides are used by the Agriculture Dept. This map was presented in separate meetings to Supervisors Gioia, Mitchoff, and Andersen, and to Susan JunFish &amp; Shirley Shelangoski of PfSE. In these meetings the Agricultural Commissioner explained the Department’s ground squirrel program and the live trapping study.</li> <li>○ The Agriculture Dept. prepared a very detailed decision making document for ground squirrel management in the County to record their decision making process and explain the complexities involved in their decisions, including biology, safety, efficacy, cost and the goals of the program. This document was discussed extensively in a subcommittee meeting and again in a regular Committee meeting. PfSE members were present and participated in the discussion.</li> <li>○ In 2013, the Agriculture Dept revised its ground squirrel baiting methodology to make it safer for staff, to make applications more precisely targeted, and to reduce the amount of bait used each season. The amount of bait used by the Department has been reduced by over 50% since 2011. Use has gone from 35,915 lbs in 2011 and 14,271 lbs in 2013. 14,271 lbs of bait is 1.4 lbs. of actual diphacinone.</li> <li>○ In February and again in August of 2013, the IPM Coordinator investigated</li> </ul> </li> </ul>

<p>Date(s) Issue Raised to:</p> <p>TWIC = Transportation, Water &amp; Infrastructure Committee</p> <p>IPM = IPM Committee or subcommittees</p> <p>IO=Internal Operations Committee</p>	<p>Issues Raised by the Public</p>	<p>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</p>
		<p>rodenticides use by contractors to Special Districts. She presented her findings to the Committee at the 9/4/13 meeting.</p> <ul style="list-style-type: none"> <li>o The Special Districts' contractor has reduced his use of anticoagulant bait from 188 lbs in FY 12-13 to 88 lbs in FY 13-14 and to 53.5 lbs in FY 14-15. The amount of actual anticoagulant active ingredient in 53.5 lbs is 0.0027 lbs ( 0.04 oz). The contractor has increased trapping and is not using any of the more toxic and dangerous 2nd generation anticoagulants.</li> <li>o As of May 2016, Special Districts is no longer baiting with diphacinone for rats in Livorna Park. The shrubs that were being damaged by rat gnawing have recovered and are thriving. The contractor will continue to monitor at Livorna for rat damage.</li> <li>o <u>In FY 15-16 the Special Districts vertebrate pest manager used 27.5 lbs. of rodent bait, which is 0.0013 lbs. (0.02 oz.) of diphacinone. 9.5 lbs. of that rodent bait was used in a park (Livorna Park). This is 0.0076 oz of diphacinone. As noted above, the County is no longer using rodenticides in Livorna or any other park.</u></li> <li>o In the spring of 2016, the IPM Decision-Making subcommittee asked the IPM Coordinator to create a decision-making document for gopher management in the County. The document was finished in June 2016. In the Grounds Division, the gopher manager uses only carbon dioxide asphyxiation and traps to control gophers in County landscaping. The Special Districts' contractor uses trapping and diphacinone, a 1<sup>st</sup> generation anticoagulant rodenticide, for gophers in Livorna Park. He uses trapping in Livorna wherever it is safe to do so, i.e., where children are unlikely to find and play with the traps. He uses diphacinone in the Hidden Pond and Driftwood landscaping zones because the budgets in these two Special Districts will not cover trapping, which is more labor intensive. Both those landscaping zones are frontage property. The only other location where the Special Districts' contractor manages vertebrate pests is the Alamo School field, where he is using traps.</li> <li>o On 3/5/14, the IPM Committee heard an update from the California Department of Fish and Wildlife on the regulations concerning 2<sup>nd</sup> generation anticoagulant rodenticides and on secondary poisoning of raptors and mammalian predators by anticoagulant rodenticides.</li> </ul>
<b>Trapping for ground squirrels</b>		
<p>12/5/13-TWIC 2/20/14-IPM 2/24/14-IPM 3/5/14-IPM 3/6/14-TWIC 10/9/14-TWIC 1/14/15-IPM 8/26/15-Email 2/17/16-IPM <u>7/20/16-IPM</u></p>	<p><i>From Parents for a Safer Environment (PfSE):</i> "[PfSE] asked TWIC to instruct the Department of Agriculture and Public Works Dept to use trapping methods [for ground squirrels]"</p> <p>"Santa Clara spends only \$25/ground squirrel trapping &amp; removal"</p> <p>"Isn't it worth the effort to learn how the other counties are doing using only trapping for ground squirrel"</p>	<ul style="list-style-type: none"> <li>• In 2012, the Agriculture Department ran an extensive, in-house ground squirrel live trapping trial to determine the feasibility of using live traps to protect critical County infrastructure from ground squirrel burrowing. <ul style="list-style-type: none"> <li>o The trapping was successful in that staff were easily able to capture 152 ground squirrels in the 1,200 linear foot trial area along a County road over the 5 day trial period.</li> <li>o The squirrels were euthanized on site by the California Department of Fish and Wildlife.</li> <li>o Unfortunately, squirrels from the surrounding area quickly moved into the vacant burrows. <b><u>This makes trapping ineffective in areas with surrounding pressure from ground squirrels.</u></b></li> <li>o When the Department uses rodenticide bait, the squirrels do not move back</li> </ul> </li> </ul>

<p>Date(s) Issue Raised to:</p> <p>TWIC = Transportation, Water &amp; Infrastructure Committee</p> <p>IPM = IPM Committee or subcommittees</p> <p>IO=Internal Operations Committee</p>	<p>Issues Raised by the Public</p>	<p>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</p>
	<p>control?" (10/9/14)</p> <p>"One cannot compare efficiency of our [County] staff applying rodenticides and compare that to them trapping and stacking up overtime costs during the learning curve...A good-faith comparison would have been to utilize expert trappers vs our staff applying rodenticides, and then comparing costs." (10/9/14)</p> <p>"[The IPM Coordinator] states that the county would incur a charge of \$16,720 per linear mile for ground squirrel control if we paid a contractor who charges \$25/squirrel trapped. This is very speculative and we would like to see the county take bids from trappers and share the proposals with the Committee." (1/14/15)</p> <p>"Pilot Trial of rodenticides vs tapping done in 2012, biased &amp; scientifically indefensible." (8/26/15)</p> <p>"Cost of trapping inflated." (8/26/15)</p> <p><u>"Trapping [for ground squirrels] costs about 50% more according to a Ventura County Ag Dept report, or approximately \$80,000 more for CCC." (7/20/16)</u></p>	<p>into the vacant burrows for an extended period of time. The Department surmises that because baited squirrels die mostly in their burrows, the carcasses repel any newcomers.</p> <ul style="list-style-type: none"> <li>o The Department found that live trapping would be prohibitive. It would cost \$5,074/linear mile compared to \$220/linear mile using bait. The Department treats around 925 linear miles of roadway each year.</li> <li>o Note that along roadsides, the Department spreads bait in a 12 to 15 ft wide swath at a rate of 2 to 3 oat kernels per square foot only in areas where ground squirrels are active. This treatment method takes advantage of the natural foraging habit of the ground squirrel, an animal that is highly adapted to finding individual seed kernels on the ground.</li> <li>o The Department verified the expense by contacting 2 pest control contractors. Using their fees per hour or per squirrel trapped, the Department estimated that the cost to use a contractor to trap ground squirrels would be between \$12,524 and \$16,700 per linear mile. This does not compare favorably to the Department estimate of \$5,074/linear if work were done by Department staff.</li> <li>o <u>Note that at the \$25/squirrel rate quoted by PfSE, it would cost the County \$16,720/linear mile if the ground squirrel catch rate were similar to the 152 squirrels/1,200 linear feet.</u> This is 3 times more than it cost for Agriculture Department personnel to trap over a linear mile, so using a contractor would not save money, even if this method were effective.</li> <li>o <u>We are assuming that Susan JunFish's 7/20/16 comment on the cost of trapping ground squirrels comes from the IPM plan for Rodent Control for Flood Control Facility Protection approved by the Ventura Board of Supervisors in December 2006. PfSE provided a copy of this IPM plan to the IPM Committee a number of years ago. In a table in that IPM plan, the county summarizes the costs for various treatments for grounds squirrels. The table makes it clear that the costs are "estimates [for] one treatment event for a typical [flood control] facility." The Ventura IPM plan estimates the cost of trapping to be almost 100% more than the cost of broadcasting diphacinone bait (\$1700 for baiting vs. \$2900 for trapping). Note that the report does not define the "typical facility", so it is not possible to compare their estimates to the actual costs experienced in Contra Costa County. Note also that Ventura did not run a trial prior to adopting their IPM plan to determine the real costs of trapping or whether that strategy could be effective within the 3 "treatment events" the IPM plan recommends. It is not clear how Ms. JunFish calculated the \$80,000 extra needed to trap ground squirrels in Contra Costa County.</u></li> <li>o One of the pest control contractors who was contacted for an estimate said he had also observed the ineffectiveness of trapping in areas with surrounding ground squirrel pressure.</li> <li>o The Department also observed some other unexpected outcomes: <ul style="list-style-type: none"> <li>▪ Traps were checked daily, but staff found squirrels bloodied and wounded from fighting with each other or trying to chew their way out of the traps.</li> <li>▪ Traps were vandalized by the public even though large signs warned people to leave the traps alone. This exposed the public to health risks from bites and scratches and from transmissible diseases carried by ground squirrels.</li> </ul> </li> </ul>

<p><b>Date(s) Issue Raised to:</b></p> <p><b>TWIC = Transportation, Water &amp; Infrastructure Committee</b></p> <p><b>IPM = IPM Committee or subcommittees</b></p> <p><b>IO=Internal Operations Committee</b></p>	<p><b>Issues Raised by the Public</b></p>	<p><b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b></p>
		<ul style="list-style-type: none"> <li>○ In certain small areas that have a limited number of ground squirrel colonies, live trapping may be a viable alternative.</li> <li>● Santa Clara County Regional Parks find live trapping effective for their limited use of the method. They trap squirrels around Regional Park buildings to prevent undermining of foundations. This is a very small area compared to the hundreds of miles of roads involved in CCC. Park rangers are close by to educate the public and to observe the traps continually. This reduces vandalism and allows park personnel to have squirrels dispatched soon after they are trapped, which prevents harm to the squirrels from fighting or gnawing the cage.</li> <li>● In March 2006, the Ventura County Board of Supervisors directed county staff to avoid the use of anticoagulant rodenticides within county-owned properties and facilities. To address these concerns, the county hired a consultant and formed an ad hoc committee. The County developed an IPM program and as a result of a subsequent study, the ad hoc committee <i>and</i> the Board recommended broadcast baiting with diphacinone as the primary control method for ground squirrels. The Board approved this program in December 2006.</li> <li>● The CCC Agriculture Department has also evaluated kill traps but has chosen not to use that method for many reasons, including the increased risk of taking non-target animals, the risk of injury to curious children, and the expense.</li> </ul>
<p><b>CCC is the only Bay Area county using rodenticides for ground squirrels</b></p>		
<p>12/5/13-TWIC 10/9/14--TWIC <u>7/20/16-IPM</u></p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>"[Contra Costa is] currently the only Bay Area county to continue to use the archaic and non-specific to target pest method of rodenticides to kill grounds squirrels"</p> <p>"It's great that the Agriculture Department has decreased usage of rodenticides from 36,615 pounds [of treated grain] applied two years ago to 14,391 pounds [of treated grain] applied in the most recent fiscal year. However it is still 14,301 pound [sic] more of bait applied than all Marin, San Francisco, and Santa Clara counties combined that do not use any rodenticides at all in open space." (10/9/14)</p>	<ul style="list-style-type: none"> <li>● Contra Costa County is not the only Bay Area county using rodenticide bait to manage ground squirrels.</li> </ul> <p>Note that CCC uses diphacinone-treated bait to protect critical infrastructure in the County from damage caused by ground squirrel burrowing. Diphacinone is a 1<sup>st</sup> generation anticoagulant that is less toxic and less persistent in animal tissues than 2<sup>nd</sup> generation anticoagulants. The Agriculture Department endeavors to maintain a relatively ground squirrel-free 100 ft buffer along various County roads (mainly in East County), along levees and railroad embankments, and around earthen dams and bridge abutments. To maintain this buffer, the Department treats a 12 to 15 ft. swath.</p> <ul style="list-style-type: none"> <li>○ The Santa Clara Valley Water District uses diphacinone- and chlorophacinone-treated bait in areas similar to the sites the CCC Agriculture Department treats for the CC Water District.</li> <li>○ Alameda County engages in a ground squirrel treatment program using diphacinone bait that is very similar to CCC. They treat roadsides and levees and Zone 7 Water District sites and use a similar amount of diphacinone-treated bait.</li> </ul> <ul style="list-style-type: none"> <li>● San Francisco City and County allows the use of bromadiolone bait (a 2<sup>nd</sup> generation anticoagulant rodenticide) at the SF Airport and by commercial lessees on city properties that are not adjacent to natural areas. Second generation anticoagulants are more toxic and more persistent in the tissues of poisoned animals than 1<sup>st</sup> generation anticoagulants, such as the diphacinone that CCC Department of Agriculture uses. Bromadiolone persists in liver tissues for 248 days compared to 90 days for diphacinone which makes sub-lethally poisoned animals walking hazards for predators much longer.</li> <li>● Note that San Francisco allows the use of diphacinone for baiting rats in areas with high public health concerns and where trapping is infeasible. CCC uses only</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		trapping to control rats and mice in and around County buildings. But note also that CCC is far less urbanized than San Francisco, and therefore does not have the same kind of pest pressure from rats. <ul style="list-style-type: none"> <li>Marin and Napa County Public Works Departments reported that they have nowhere near the kind of ground squirrel populations that East Contra Costa County has, and consequently, they don't do anything about the few ground squirrels along their roads.</li> </ul>
<b>The County should use volunteers and free labor</b>		
12/5/13-TWIC 3/6/14-TWIC 2/17/16-IPM	<i>From Parents for a Safer Environment (PfSE):</i> The County should use free labor programs	<ul style="list-style-type: none"> <li>This could be particularly helpful around County buildings. The Grounds Manager would welcome Parents for a Safer Environment (PfSE) volunteers to pull weeds at particular sites, but PfSE would first need to negotiate with the County to determine if PfSE volunteers would be permitted work on County landscaping. If the work were approved, PfSE would need to organize and supervise the volunteers.</li> <li>Note that County unions have protested the use of inmate labor for jobs that could be filled by union members. The union recently won a grievance against the Sheriff's Department regarding the use of inmate labor for grounds maintenance work. The union has filed a grievance against the fire department regarding the use of inmate labor to clear brush. The Grounds Manager does not anticipate that PfSE volunteers pulling weeds would precipitate these kinds of union actions.</li> <li>In the County's other IPM programs, using volunteers is more difficult.               <ul style="list-style-type: none"> <li>"Free" labor involves considerable County resources including outreach to solicit volunteers, planning and organizing work sessions, staff time for training volunteers, transportation of volunteers, equipment for volunteers and staff time for supervision.</li> <li>Almost all of the Agriculture Department's noxious weed program involves activity on private land or on lands that are not owned or managed by the County. Use of volunteer help in these areas would involve liability for those land owners or managers.</li> <li>Much of the Public Works Department's creek and roadside vegetation management involves work in dangerous areas such as roadsides or steep and rocky slopes and requires the use of hazardous equipment such as chain saws and brush cutters. County liability for volunteers performing this kind of work would be extremely high.</li> <li>The County's structural IPM program is not suited to the use of volunteer labor.</li> </ul> </li> <li>Note that the County does use volunteers, most notably in creek restoration and clean up, for creek water quality monitoring and for outreach to the public about creek water quality and the value of healthy creeks and watersheds.</li> </ul>
<b>Grazing has no significant impact on water quality</b>		
12/4/14-TWIC 8/26/15-Email	<i>From Parents for a Safer Environment (PfSE):</i> "...[I]n each of the four case studies, grazing had NO significant impact on water quality. It is my hope that this research can provide decision makers with confidence	<ul style="list-style-type: none"> <li>The County is aware that grazing does not have a significant impact on water quality. Economics and not water quality is the limiting factor in the vegetation management situations in the County. Public Works continues to expand its grazing program where it is most appropriate and/or cost-effective, and grazing has become a permanent tool in the County's IPM Toolbox.</li> </ul>



<p>Date(s) Issue Raised to:</p> <p>TWIC = Transportation, Water &amp; Infrastructure Committee</p> <p>IPM = IPM Committee or subcommittees</p> <p>IO=Internal Operations Committee</p>	<p>Issues Raised by the Public</p>	<p>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</p>
	<p>that managed grazing is an effective, economical and safe vegetation management tool along watercourses.”</p> <p>“Small PfSE Pilot Trial in 2009 showed no contaminants downstream of grazing.” (8/26/15)</p>	
<p><b>The County should expand goat grazing and competitive planting</b></p>		
<p>12/5/13-TWIC 3/5/14-TWIC 2/17/15-IPM 8/26/15-Email <a href="#">7/20/16-IPM</a></p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>“The County should expand the competitive planting and goat grazing programs”</p> <p>“[One decision-making document] asserts that goat grazing costs much more than herbicide spraying; however it appears the cost of grazing during the in-season are [sic] being compared with herbicide usage. Other case studies we are evaluating show that grazing is cost effective and even cheaper than herbicide usage.” (2/17/15)</p> <p>Grazing costs are inflated and cost of herbicide use is deflated. (8/26/15)</p> <p><a href="#">“With evidence that grazing causes no more damage and can be less expensive in the short term and also less risk to public health and the environment, we need to expedite moving away from herbicide usage and utilize more grazing.” (7/20/16)</a></p>	<ul style="list-style-type: none"> <li>• The County Flood Control District is partnering with Restoration Trust, an Oakland-based non-profit, in a native planting experiment along Clayton Valley Drain (near Hwy 4 adjacent to Walnut Creek). The study involves planting 2 species of native sedge and 1 species of native grass. These are perennial species that stay green year round and are resistant to fire. The plants are compatible with flood control objectives because they do not have woody stems, and during flood events, they would lie down on the slope, thus reducing flow impedance. They are not sensitive to broadleaf herbicides that will be needed to control weeds at least until the plants have spread enough to outcompete weeds. County volunteers installed the first plantings on December 7, 2013</li> <li>• Note that it is conceivable that herbicides may always have to be used on these plantings to prevent the area from being overrun with weeds because the surrounding weed pressure is very high.</li> <li>• Restoration Trust will be monitoring the test plots <a href="#">for the next 5 years through 2018</a> to assess the survival of the native plants and their degree of successful competition with non-native annual species. The County will gather information over the <a href="#">next few years same time period</a> to determine whether, how, and where to expand this kind of planting. The County cannot expand this project without data on its costs and viability.</li> <li>• Over the last 3 years, the Public Works Department has expanded its use of goat grazing considerably. In FY 12-13 they grazed 74 acres, in FY 13-14 they grazed 183 acres, and in FY 14-15 they grazed 367 acres. It is now a regular management tool for the Department. Every site the County manages differs in the ease with which goats can be used and their suitability for managing vegetation. The Department uses goats where they are appropriate and cost effective, and continues to gather data on costs and long-term effectiveness at individual sites. Cost is affected by many factors: <ul style="list-style-type: none"> <li>○ The size of the site—loading and unloading the animals is a fixed cost, so small sites cost more per acre than large sites</li> <li>○ The ease of access to the site—the harder it is to get the goats into an area, the more expensive it is</li> <li>○ The availability of water—if water must be trucked in, the cost is greater</li> <li>○ The security of the site—the more fencing that is required and the more the fences must be taken down and erected within the site both increase the cost</li> <li>○ The time of year—because of the law of supply and demand, cost is greater during the peak grazing season</li> <li>○ The presence of endangered species—sites with endangered species and other restrictions from the State Dept. of Fish and Wildlife are good candidates for grazing regardless of the cost</li> </ul> </li> <li>• <a href="#">Although the cost of off-season grazing is less expensive than during the peak</a></li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		<p>grazing season, Public Works cannot effectively manage all the weeds that grow in the Flood Control District only with off-season grazing.</p> <ul style="list-style-type: none"> <li>• <u>In 2016 Public Works continued to use grazing wherever possible and to allow the grazer to stage goats on various channels and in detention basins in exchange for free vegetation management from the goats.</u></li> <li>• <u>In FY 15-16 the County used goats to graze a total of 315 acres which included 158 free acres. Without the staging arrangement with the grazer, the County would have paid around \$950/acre for grazing. With the free acres, the cost came down to \$470/acre. This is twice what it costs to treat creek banks with herbicide (\$222/acre).</u></li> </ul>
<b>Considering least-toxic alternatives before choosing pesticides</b>		
<p>12/5/13-TWIC 2/26/14-IPM 2/17/15-IPM 8/6/15-IPM 8/26/15-Email 11/4/15-IPM 2/17/16-IPM</p>	<p><i>From Parents for a Safer Environment (PfSE):</i>  “Staff has still not demonstrated that for <i>each</i> pest control problem, least toxic alternatives were evaluated prior to choosing pesticides.”  Estimates for costs of herbicide applications need to include cost of permits, tracking requirements, storage of chemicals, licensing, training, etc.  “The IPM Advisory Committee has not yet reviewed several key data in the [decision-making documents] that justify using broadcast herbicide spraying along Right of Ways and rodenticide usage in open space.” (2/17/15)  “Also, has the county investigated least toxic methods in accordance with the IPM Policy?” (8/6/15)</p>	<ul style="list-style-type: none"> <li>• In 2012, the IPM Committee developed a form for recording IPM decisions made by the Departments. In 2013, each IPM program in the County produced at least 1 decision-making document for a specific pest or pest management situation (the Agriculture Department produced 2 documents that year).</li> <li>• These documents show which least-toxic alternatives are considered and tested, which are being regularly employed, which are not, and why.</li> <li>• In 2013, each decision-making document was extensively reviewed by the Decision-Making subcommittee with PfSE members in attendance.</li> <li>• Recording the thought processes and decision-making path for each pest or pest management situation takes considerable time (approximately 40 hours of work per document).</li> <li>• In 2014, the Decision-Making subcommittee reviewed and, after numerous revisions, accepted 4 more decision-making documents. These discussions were conducted in public with members of PfSE in attendance.</li> <li>• In 2015, the Weed subcommittee reviewed and revised 1 more decision-making document which covered how the County decides to use grazing as a management tool.</li> <li>• In 2014, the Cost Accounting subcommittee chose to research the costs associated with altering landscapes around County buildings to require less maintenance, less water, and less herbicide. The subcommittee concluded that this is a very worthy goal, but more complicated to achieve than expected. Sites must be considered individually because one plan will not fit all, and in the midst of severe drought, it is not the time to begin replanting. The subcommittee also explored the idea of replacing lawns with artificial turf, but decided that it is not the answer except in very specific, limited situations. Artificial turf has high up-front costs, still requires maintenance, can become infested with weeds growing in soil that accumulates on top of the mat, and has environmental consequences at the end of its life,</li> <li>• Herbicide treatment costs reported in the 2013 IPM Annual Report included all associated costs mentioned by PfSE. When costs are compared in future documents, every effort will be made to include all related costs for both pesticides and alternatives.</li> </ul>
<b>Excessive pesticide use in CCC</b>		
<p>12/5/13-TWIC 2/26/14-IPM</p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p>	<ul style="list-style-type: none"> <li>• The assertion that CCC uses more pesticide than any other Bay Area County, or other counties combined, is hard to evaluate since staff have not seen current</li> </ul>



<p>Date(s) Issue Raised to:</p> <p>TWIC = Transportation, Water &amp; Infrastructure Committee</p> <p>IPM = IPM Committee or subcommittees</p> <p>IO=Internal Operations Committee</p>	<p>Issues Raised by the Public</p>	<p>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</p>
<p>12/4/14-TWIC 3/10/15-IPM 2/17/16-IPM 3/16/16-IPM <u>7/20/16-IPM</u></p>	<p>Contra Costa County uses more pesticide than any other Bay Area County (or, than several Bay Area Counties combined)</p> <p>"lack of progress is evident in that the county has not significantly altered their use of pesticide since 2009"</p> <p>"The single most underlying problem I see in the IPM Program is that there is little to no leadership in guiding the County to reduce pesticides. (12/4/14)</p> <p>"Compare the quantity and the type of pesticides being used by neighboring counties of Marin, S.F., and Santa Clara Counties [sic] for the same pest problems." (2/17/16)</p> <p>"...I am concerned about the exponential increase of herbicides being applied by the Grounds program in the last fiscal year [FY 14-15]." (3/16/16)</p> <p>"The Right of Ways program of Public Works alone used over 10,200 lbs of pesticides last fiscal year, using 20 herbicides...These [sic] program needs review of why so much pesticides are required and at such high rates." (3/16/16)</p> <p><u>"...CCC Ag Dept's usage of the active ingredient diphacinone rodenticides in the last 5 years increased by 15% in open space, with a 90% increase between the last 2 years." (7/20/16)</u></p> <p><u>"The Public Works Department's Grounds Program in the last 5 years increased their herbicide usage by 73%. CCC Grounds program used 700% more herbicides than the counties of Santa Clara and Marin combined last year [presumably 2015] (600 lbs vs 100 lbs) even when Santa Clara county has at least 50% more grounds requiring management." (7/20/16)</u></p> <p><u>The Public Works Department's</u></p>	<p>pesticide use figures for County operations in other Bay Area Counties.</p> <ul style="list-style-type: none"> <li>• This could be researched, but would take time. It is difficult to compare counties, all of which vary greatly in their size, their budgets, their staff, their pests, their weather, and the kinds of responsibilities they choose to undertake. Staff feel that comparing pesticide use in various counties is not particularly relevant to how well Contra Costa County operations are implementing IPM.</li> <li>• In 2012 and 2013, the IPM Data Management subcommittee undertook to find additional metrics to evaluate the County's IPM programs. This proved to be a difficult task, and the committee's research did not discover any unique or innovative measures for evaluating IPM programs in other Bay Area counties, or across the U.S.</li> <li>• The subcommittee agreed that pesticide use data do not reveal whether the County is implementing IPM, and so in 2012, the subcommittee developed the IPM Priority Assessment Tool. This is a compilation of IPM best management practices (BMPs). The subcommittee asked the Departments to fill out the form in 2012 and 2013 and report the percentage of implementation of each of the BMPs.</li> <li>• It is important to understand that pesticide use can increase and decrease from year to year depending on the pest population, the weather, the invasion of new and perhaps difficult to control pests, the use of new products that contain small percentages of active ingredient, the use of chemicals that are less hazardous but not as effective, the addition or subtraction of new pest management projects to a department's workload, and cuts or increases to budgets or staff that change priorities or workload.</li> <li>• <u>Since From FY 2000-2001 through FY 15-16</u>, the County has reduced its pesticide use by 73%--from 18,931 lbs of active ingredient in FY 00-01 to <u>5287 5146</u> lbs of active ingredient in FY <u>14-15-16</u>.</li> <li>• Since FY <u>2000-2001</u>, each Department has been evaluating its pesticide use and researching options for eliminating or reducing pesticide use. <u>By 2015</u> County operations <u>have had</u> eliminated the use of 24 of the 31 "Bad Actor" pesticides that they had been using: <u>Since FY 2000-2001, the County has and had</u> reduced <u>its use the lbs</u> of "Bad Actor" <u>pesticides-active ingredients</u> by 84%.</li> <li>• The County's pesticide use trend follows a trend typical of other pollution reduction programs. Early reductions are dramatic during the period when changes that are easy to make are accomplished. Once this "low-hanging fruit" has been plucked, it takes more time and effort to investigate and analyze where additional changes can be made. The County is entering this period, and if further reductions in pesticide use are to be made, it will require time for focused study and additional funding for implementation.</li> <li>• Note that County operations use about 2% of all the pesticide (active ingredients) that is required to be reported in the County. The total reported to the state does not include homeowner use, which researchers suspect is a considerable amount.</li> <li>• In FY 14-15, the Grounds Division used only 1/3 of the pesticide it used in FY 00-01. The amount used in FY 14-15 was 154 lbs. of active ingredient /less than in FY 13-14.</li> <li>• <u>In FY 14-15 the Public Works Roadside and Flood Control Channel Maintenance Division (the "Right of Ways program" that PfSE refers to) used 4,780 lbs. of pesticide active ingredients. This is a little more than ¼ of the pesticide they used</u></li> </ul>

<p><b>Date(s) Issue Raised to:</b></p> <p><b>TWIC = Transportation, Water &amp; Infrastructure Committee</b></p> <p><b>IPM = IPM Committee or subcommittees</b></p> <p><b>IO=Internal Operations Committee</b></p>	<p><b>Issues Raised by the Public</b></p>	<p><b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b></p>
	<p><u>Facilities program manages pests in buildings and has been doing great until last year when insecticide usage inside building(s) [sic] went up past 8 lbs." (7/20/16)</u></p>	<p>in FY 00-01.</p> <ul style="list-style-type: none"> <li><u>In FY 14-15 the Agriculture Department used 346 lbs. less of the anticoagulant diphacinone than the previous year. In FY 15-16, the Department reduced its use even further. In FY 14-15 the Department used 154.7 lbs of diphacinone and in FY 15-16 it used 76 lbs. Over the last 5 years, this is a dramatic decrease of 86% and a decrease of 95% from the 1420.7 lbs. used by the Department in FY 00-01.</u></li> <li><u>The Grounds Division use of herbicide has indeed increased over the last 8 years. The Recession and its attendant budget cuts, along with decisions by the former Grounds manager to stop almost all herbicide use, contributed to several years of minimal use. Weeds and their seeds were not managed effectively for several years resulting in large weed and weed seed loads at many County properties. Over the last 6 years, the current Grounds Manager and his crew have been working very hard to reduce the weed pressure and improve the aesthetics of County landscaping. This has included the application of prodigious amounts of woodchip mulch and reducing irrigation to prevent weeds, but it has also meant the use of more herbicide. Inadequate budgets and staffing problems have made the recovery of County properties slow. Currently (2016) the Division is in much better shape and has enough money and almost enough staff to properly maintain County landscaping. As the crew reduces the weed load, they can more easily maintain relatively weed-free landscapes with physical methods such as handpulling and mulching.</u></li> <li><u>Pestec, the County's structural pest management contractor that manages pests in and around buildings, has been battling very large ant populations the last 2 years, and this has increased the amount of insecticide used. Insecticides for ants are all in the form of baits and pose very little exposure for County staff and wildlife.</u></li> </ul>
<p><b>CCC should do more IPM training and outreach to County staff and the public</b></p>		
<p>12/5/13-TWIC 2/17/16-IPM 3/16/16-IPM <u>11/16/16-IPM</u></p>	<p><i>From Parents for a Safer Environment (PfSE):</i> "the County IPM Coordinator and the IPM Advisory Committee [should] provide annual IPM training and outreach programs to both county staff and the public" The County should "provide training and conferences such as those conducted by Santa Clara and San Francisco counties which train hundreds of interested participants." <u>"I would like to see Contra Costa County, with more resources than [Parents for a Safer Environment], facilitate some training for municipalities in our county for some of the toughest problems that trigger pesticide usage..." (11/16/16)</u></p>	<ul style="list-style-type: none"> <li>The IPM Committee is an advisory body to the Board of Supervisors and does not have a budget, nor does it have the staff or the mandate to provide outreach and training.</li> <li>There is no need to duplicate San Francisco and Santa Clara's regional IPM conferences, and it would be impossible for the IPM Coordinator to do so without staff and budget.</li> <li>In 2012, the IPM Coordinator partnered with cities in CCC to provide a half-day landscape IPM training to City and County staff and will probably do so again in the future.</li> <li>The IPM Coordinator provides extensive education in person and over the phone to County staff and Contra Costa citizens on bed bug awareness and an IPM approach to managing bed bugs. The IPM Coordinator produces educational materials on bed bugs for professionals and lay people. Materials are housed on the Health Services bed bug website (cchealth.org/bedbugs).</li> <li>The Departments provide annual training to County staff that includes IPM.</li> <li>County staff attend numerous trainings and conferences that include IPM training in order to stay current on pest management research and to maintain their various licenses.</li> <li>The Department of Agriculture has a biologist on-call from 8 AM to 5 PM each weekday to answer questions from the public about pests and pest management.</li> </ul>

<p><b>Date(s) Issue Raised to:</b></p> <p><b>TWIC = Transportation, Water &amp; Infrastructure Committee</b></p> <p><b>IPM = IPM Committee or subcommittees</b></p> <p><b>IO=Internal Operations Committee</b></p>	<p><b>Issues Raised by the Public</b></p>	<p><b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b></p>
		<p>Biologists base their responses on IPM principles and on materials and resources from the U.C. Statewide IPM Program.</p> <ul style="list-style-type: none"> <li>• Every day in the course of their work, County staff from Public Works, Health Services and the Department of Agriculture engage citizens in dialog about the pest management work the County does and the IPM principles the County employs.</li> <li>• The Department of Agriculture provides many training sessions each year on pesticide safety (including IPM issues) to growers, farm workers, agencies, and the pest control industry.</li> <li>• The Department of Agriculture is a member of the <i>Egeria densa</i> Integrated Pest Management Committee and developed the Contra Costa Delta/Discovery Bay Region Brazilian Waterweed (<i>Egeria densa</i>) Integrated Pest Management Plan.</li> <li>• The County Clean Water Program sponsors an annual Bay Friendly Landscaping training for County staff and professional landscapers throughout the county. This training includes information about IPM and about reducing inputs into and outputs from landscaping activities to prevent pollution in creeks and the Bay.</li> <li>• The County Clean Water Program provides support for watershed coordinators and friends of creeks groups that coordinate volunteers to conduct general outreach to the community about water quality in creeks and the value and importance of wildlife habitat, watersheds, and creek restoration.</li> <li>• The County Clean Water Program provides support to the Bringing Back the Natives Garden Tour which educates the public about the many benefits of gardening with California native plants.</li> <li>• The County Clean Water Program supports the Our Water, Our World Program in Contra Costa County (a program originally developed by CC Central Sanitary District). This program provides in-store IPM education directly to consumers who are purchasing pesticides. IPM training is also provided for nursery and hardware store employees.</li> <li>• In 2014 the County Clean Water Program launched 3 other IPM and pesticide public education programs.</li> <li>• The Contra Costa Master Gardener Program trains volunteers with a curriculum that includes IPM. Master Gardener volunteers are available Monday through Thursday from 9 to Noon to answer gardening and pest management questions from the public. Advice is based on materials and resources from the U.C. Statewide IPM Program. Master Gardeners also provide presentations on gardening and IPM to a broad cross section of Contra Costa citizens.</li> <li>• The IPM Coordinator accepts many speaking engagements throughout the County and the region to provide training on IPM and especially on bed bug issues.</li> <li>• The IPM Coordinator and other County staff have been working closely with cities to provide guidance on the bed bug infestations they are experiencing.</li> <li>• The IPM Coordinator is working with Code Enforcement in the City of Richmond to develop bed bug training for Code Enforcement officers throughout the state.</li> <li>• Every month the IPM Coordinator spends a significant number of hours talking with citizens about least-hazardous bed bug control.</li> <li>• The Agricultural Department represents the California Agricultural Commissioner's and Sealer's Association as the sitting member of the California</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		<p>Invasive Species Advisory Task Force.</p> <ul style="list-style-type: none"> <li>• In October 2013, County staff attended a Parents for a Safer Environment's IPM workshop and found it informative. Parents for a Safer Environment can provide a useful community service by hosting more such workshops.</li> <li>• In April 2014, the IPM Coordinator provided an in-person IPM tutorial for the Grounds Division's new spray technician.</li> <li>• In May 2014, the IPM Coordinator arranged an IPM workshop given by Pestec, the County's Structural IPM Contractor, for the County's Head Start Home Base educators. Pestec presented information on how to prevent pests in the home and simple, non-toxic strategies for low income families to use to combat pest invasions. Home Base educators provide in-home education to Head Start families.</li> <li>• In May 2014, the Contra Costa Environmental Health Division sponsored a workshop on IPM for bed bugs for County Environmental Health Inspectors and code enforcement officers in Contra Costa municipalities.</li> <li>• In July 2014, the County hosted a presentation by the U.C. Horticultural Advisor on how landscapes should be managed during drought and how to plan landscapes for what is likely to be continual droughts. County staff, both administrators and maintenance personnel, along with park personnel from the city of Danville attended.</li> <li>• In July 2014, the IPM Coordinator provided a bed bug awareness training for the residents of Meadow Wood at Alamo Creek, a senior living facility in Danville, along with subsequent consultation with individual residents and staff.</li> <li>• In September 2014, the IPM Coordinator provided the Greater Richmond Interfaith Program with assistance for a bed bug infestation at their Family Housing Program.</li> <li>• In February 2015, the IPM Coordinator met with staff at the Bay Area Rescue Mission in Richmond to discuss bed bug prevention.</li> <li>• In June 2015, the IPM Coordinator completed an IPM Guidance manual for municipalities in Contra Costa County with help from Beth Baldwin of the County Clean Water Program and Stephen Pree of the City of El Cerrito. The three had worked for 2 years to develop IPM guidance for cities on implementing IPM and to develop standard operating procedures for various pests. The three presented an IPM workshop for municipal staff that included information on how to use the manual and resources available to them within the County.</li> <li>• In November 2015, the IPM Coordinator and Luis Agurto from Pestec provided a bed bug training for County Adult Protective Services staff who have been encountering bed bug problems in their clients homes more frequently.</li> <li>• In April 2016, the IPM Coordinator helped arrange a County-sponsored Bay Friendly Landscaping refresher training at the Pittsburg Civic Center open to all Bay Friendly certified landscaping professionals in the County.</li> <li>• In April 2016, the IPM Coordinator and Luis Agurto from Pestec provided a bed bug awareness training for staff from the Behavioral Health Division.</li> <li>• In May 2016, the IPM Coordinator arranged a talk on mosquitoes as vectors of disease by Dr. Steve Schutz of CC Mosquito and Vector Control for the IPM Advisory Committee.</li> <li>• In May 2016, the IPM Coordinator gave a class in home and garden pests at the</li> </ul>

<b>Date(s) Issue Raised to:</b> <b>TWIC = Transportation, Water &amp; Infrastructure Committee</b> <b>IPM = IPM Committee or subcommittees</b> <b>IO=Internal Operations Committee</b>	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		<p>Gardens at Heather Farms for the general public.</p> <ul style="list-style-type: none"> <li>In May 2016, the IPM Coordinator helped arrange a talk at the Richmond Civic Center on vertebrate pest management for County and municipal staff and professional landscapers.</li> <li>In May 2016, the IPM Coordinator provided a bed bug prevention training to the County's Discovery House staff.</li> <li>In June 2016, the IPM Coordinator and Carlos Agurto from Pestec provided a bed bug prevention refresher training to the Concord Homeless Shelter and Calli House youth shelter staff.</li> <li><u>In July 2016, the IPM Coordinator provided bed bug prevention trainings for both Adult Mental Health and Older Adult Mental Health staff.</u></li> <li><u>In August 2016, the IPM Coordinator provided bed bug prevention trainings for the Behavioral Health safety coordinators and for a group of board and care owners and managers.</u></li> <li><u>In October 2016, the IPM Coordinator provided a bed bug prevention talk for homeless care providers, worked with the City of Richmond to create a plan for managing bed bugs in their city, and talked to staff at 1650 Cavallo about preventing ant infestations.</u></li> </ul>
<b>Violations of the Brown Act</b>		
12/5/13-TWIC 3/2/15-TWIC 8/6/15-IPM 2/17/16-IPM	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>"continued violations of the Brown Act including repeated disposal of original meeting minutes, repeated failure to provide public records at all or much later than 10 working day, and meeting minutes that do not accurately reflect comments made or not made by participants"</p> <p>"our county's IPM policy and the Public Records Act have been violated at least on a quarterly basis by staff since 2009." (3/2/15)</p> <p>"We are still waiting to learn where Fusilade II Turf and Ornamental herbicide had been applied by the Grounds Program in the past years" (8/6/15)</p>	<ul style="list-style-type: none"> <li>Staff always respond within 10 days to public records requests. In almost all cases staff respond within 1 to 3 days. The only reason for delay has been to find and collect documents that have been requested.</li> <li>The County takes public records requests seriously and responds promptly to each one.</li> <li>Hand written meeting minutes are recycled after official minutes have been typed up. Official minutes, once approved by the IPM Committee, are posted on the IPM website.</li> <li>The IPM Committee approves the minutes for each meeting. The public is provided time to comment on the minutes, and as the IPM Committee sees fit, the minutes are corrected.</li> <li>Staff are ready to respond to any specific instances or claims of Brown Act violations. Staff maintain written logs of all public records requests.</li> <li>On July 8, 2015 Susan JunFish formally requested information about Fusilade use by the Grounds Division. On July 16, 2015 the IPM Coordinator provided her with a chart, created for her, showing how much and where Fusilade was used (0 used in FY 12-13 and FY 14-15 and 0.1 pound used once in a parking lot in FY 13-14).</li> </ul>
<b>Financial incentives to serve on the IPM Committee/Conflict of interest on the IPM Committee</b>		
12/5/13-TWIC 1/14/15 IPM 3/2/15-TWIC 2/17/16-IPM	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>The County should "discourage financial incentives of [IPM Committee] applicants by providing a minimum of a 5 year moratorium for those who serve to be eligible</p>	<ul style="list-style-type: none"> <li>Staff disagree that there are any kinds of financial incentives to serve on the IPM Advisory Committee, but will defer to the Board of Supervisors on whether to impose such a moratorium.</li> <li>If the public has evidence of financial incentives for serving on the IPM Committee, we request that they bring that evidence forward.</li> <li>Michael Baefsky was not a member of the IPM Advisory Committee when he was asked to contract with General Services to advise the County on non-chemical</li> </ul>

Date(s) Issue Raised to:  TWIC = Transportation, Water & Infrastructure Committee  IPM = IPM Committee or subcommittees  IO=Internal Operations Committee	Issues Raised by the Public	Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present
	<p>for receiving a county contract or any funding”</p> <p>“In 2009, Michael Baefsky, a community representative of the IPM Advisory Committee received a contract with the former General Services Department according to a document from Terry Mann, former Deputy Director of the General Services Dept. After receiving that contract, Mr. Baefsky’s behavior on the Committee changed significantly.”</p>	<p>methods to manage weeds on the Camino Tassajara medians in 2009. His contract ended in 2009. That year he attended meetings of the IPM Task Force, an informal body with no official appointees. The IPM Advisory Committee was not created until 2010, and he was appointed by the Board to an At-Large seat in 2010. He has held no contracts with the County since 2009.</p> <ul style="list-style-type: none"> <li>• The IPM Committee bylaws state the following in sections III.B.2&amp;3: <ul style="list-style-type: none"> <li>• “Contractors who provide pest management services to the County may not serve on the Committee. The exception is A.1.d., above, the Current Structural Pest Management Contractor with General Services Department.</li> <li>• “If a member’s work status or residence changes, he/she must notify the Committee in writing, within thirty (30) days of their change in status. The Chair will review the change of status and determine if the member is still eligible for membership according to these by-laws. If they are found to be ineligible, the member will be asked to resign his/her position.”</li> </ul> </li> </ul>
<b>Monetary compensation or gifts from pesticide salespeople</b>		
<p>12/5/13-TWIC 3/2/15-TWIC</p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>“We are requesting that TWIC require that all staff involved in ordering pesticides from salespersons fill out a form disclosing any monetary compensation or any other forms of gifts from pesticide salespersons”</p>	<ul style="list-style-type: none"> <li>• County staff do not receive (and have not been offered) gifts or compensation in any form from pesticide salespeople or any other salespeople. Accepting gifts or compensation would be against County policy<sup>5</sup> and would subject staff and their departments to disciplinary action</li> <li>• If the public has evidence of County staff taking bribes, we urge the public to provide that evidence for investigation.</li> </ul>
<b>IPM Committee did not accept all of Parents for a Safer Environment’s priorities as their own</b>		
<p>2/12/14-TWIC</p>	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>The IPM Committee is planning to include only 70% of PfSE’s priorities as the Committee’s priorities for 2014</p>	<ul style="list-style-type: none"> <li>• The IPM Committee devoted more than an entire meeting to the discussion of its work priorities for 2014. The public was fully involved in the discussion and PfSE provided documents and testimony detailing their own priorities. The Committee had a thorough discussion and then voted on which priorities to pursue.</li> </ul>

<sup>5</sup> California Government Code § 1090 prevents county employees and officials from being "financially interested" in any contract made by them in their official capacity, or by anybody or board of which they are members.

California Government Code § 81000 et seq., known as the Political Reform Act, requires, among other things, that certain public employees perform their duties in an impartial manner, free from bias caused by their own financial interest. See Cal Gov Code § 81001(b). It also prevents certain employees from using their positions to influence county decisions in which they have a financial interest. See Cal Gov Code 87100. The Act also requires certain employees and officers to file a Form 700, Statement of Economic Interests (the CCC Agricultural Commissioner, the managers in Public Works and the IPM Coordinator fill out this form) See Cal Gov Code 89503.

CCC Administrative Bulletin 117.6, paragraph 6, can be read to prevent employees from accepting any gift which "is intended, or could reasonably be considered as tending to influence business or applications pending before the Board of Supervisors."



Date(s) Issue Raised to:  TWIC = Transportation, Water & Infrastructure Committee  IPM = IPM Committee or subcommittees  IO=Internal Operations Committee	Issues Raised by the Public	Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present
<b>IPM Coordinator references statements by members of Parents for a Safer Environment that were never made</b>		
3/2/15	<p><i>From Parents for a Safer Environment (PfSE):</i></p> <p>“PfSE members also feel a lack of goodwill and collaboration when the IPM Coordinator references statements by members that were never made. For example, in the Response Table, it states that a PfSE member stated at the February 12, 2015 [sic] TWIC meeting that ‘The IPM Committee is planning to include only 70% of PfSE’s priorities as the Committee’s priorities for 2014.’ We would be thrilled if this was the case...”</p>	<ul style="list-style-type: none"> <li>• In her written public comments to TWIC on February 12, 2014, Susan JunFish states: “We believe that the Committee is planning to address about 70% of the priority issues the community has raised, so we are hopeful. The two areas where there has been no plan to address are columns 4 and 5 of the table.”</li> </ul>
<b>The IPM Committee needs a non-voting facilitator</b>		
2/12/14-TWIC 3/2/15-TWIC	<p><i>From Parents for a Safer Environment:</i></p> <p>“an impartial, non-voting facilitator would make the meetings run smoother and become more viable”</p>	<ul style="list-style-type: none"> <li>• Staff believe that meetings are run effectively and efficiently.</li> <li>• The new IPM Committee chair has been very effective at running the 2014 and 2015 IPM Committee meetings and allowing the public ample opportunities to provide comment.</li> </ul>
<b>Parents for a Safer Environment disagrees with responses to “unresolved” issues in the Triennial Review Report</b>		
11/6/13-IPM 2/12/14-TWIC 3/5/14-IPM 3/2/15-TWIC	<p><i>From Parents for a Safer Environment:</i></p> <p>Disagreement with the response by staff to “unresolved issues” in the Triennial Review Report for the IPM Advisory Committee</p>	<ul style="list-style-type: none"> <li>• The response in dispute refers to the question in Section VIII of the Triennial Review report to the Board of Supervisors from the IPM Committee: “The purpose of this section is to briefly describe any potential issues raised by advisory body members, stakeholders, or the general public that the advisory body has been unable to resolve.”</li> <li>• The response given to this question in the report accurately reflects the response intended by the IPM Committee as agreed at their November 6, 2013 meeting.</li> <li>• The Triennial Review Report has been accepted by TWIC and the BOS, and the IPM Committee cannot go back and change the report.</li> <li>• The issue in question for the IPM Committee was whether to describe in Section VIII only issues that the Committee had been unable to resolve, or to also include a discussion of issues that PfSE felt were still unresolved. The Committee debated this and decided to also include a discussion of issues that PfSE felt were unresolved. However, it was completely clear from the discussion at the meeting that the Committee agreed that the issues described in this section (with the exception of the two that were noted as ongoing) had previously been given due consideration by the Committee, and that the Committee had addressed the issues. The Committee directed the IPM Coordinator to meet with the Committee Secretary to compile Committee and staff responses to the “unresolved” PfSE</li> </ul>

<b>Date(s) Issue Raised to:</b> TWIC = Transportation, Water & Infrastructure Committee IPM = IPM Committee or subcommittees IO=Internal Operations Committee	<b>Issues Raised by the Public</b>	<b>Steps taken by the IPM Advisory Committee and County Staff from January 2009 to the present</b>
		issues to include in the report and then to submit the report. <ul style="list-style-type: none"> <li>Note that in the IPM Committee's extensive planning sessions for 2014 work, the Committee did not identify any of the "unresolved" issues as priorities for 2014.</li> </ul>





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Allocation of Community Development Block Grant Program Funds for Homeless Street Outreach Services

---

**RECOMMENDATION(S):**

**1. APPROVE** the allocation of \$22,224 in FY 2016/17 Community Development Block Grant (CDBG) funds to Contra Costa County-Health Services Department to support the operation of the Coordinated Outreach and Engagement (CORE) Homeless Street Outreach Program.

**2. AUTHORIZE** the Conservation and Development Department Director, or designee, to execute the CDBG Program Agreement as approved in the FY 2016/17 CDBG Action Plan by the Board of Supervisors.

**FISCAL IMPACT:**

No General Fund impact. All funds are provided to the County on a formula basis through the U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance Number: Community Development Block Grant (CDBG) Program - 14.218

**BACKGROUND:**

On May 10, 2016, the Board approved the Contra Costa County Action Plan for the use of FY 2016/17 CDBG funds. Under the Public Services category, \$22,224 of CDBG funds were committed to provide support toward Homeless Street Outreach services; however, due to the reorganization of the County's homeless Continuum of Care service approach to embrace the new Coordinated Entry system strategy, no agency was identified at that time to carry out the service.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Gabriel Lemus,  
925-674-7882

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

By: , Deputy

cc: Enid Mendoza

## BACKGROUND: (CONT'D)

>

Implementation of the new Coordinated Entry system is now underway. Under the new strategy, Contra Costa County Health Services Department (CCC-HSD) will be the lead entity providing oversight to the CORE Homeless Street Outreach Program, which is comprised with day and evening/weekend homeless street outreach teams. This will ensure that all homeless outreach operates with the same protocol, with warm hand-offs between the teams, and will give jurisdictions an accurate and unduplicated count of persons served by the combined team and programmatic effort. At this time, there are two day teams which are staffed by CCC-HSD, with one peer outreach worker on each team. The daytime teams and supervision are being funded by a combination of State Emergency Solutions Grant (ESG) funds and other sources, such as Mental Health Services Act (MHSA) funds and other County funds. Night/weekend homeless outreach is overseen by CCC-HSD but the actual evening/weekend service teams are provided through a sub-contract that CCC-HSD has with Anka Behavioral Health, the non-profit agency which was the winner of the County's Coordinated Entry Request for Proposal process for evening outreach.

County staff utilized the recent State ESG procurement process and results to fulfill CDBG procurement responsibilities for the Homeless Street Outreach provider. Utilizing this procurement process, CCC-HSD submitted a CDBG application for homeless outreach requesting \$22,224 to be utilized in the last half of FY 2016/17.

**Family and Human Services Committee:** Typically the Family and Human Services Committee considers staff's funding recommendations for Public Services projects prior to going to the Board of Supervisors; however, the Family and Human Services Committee does not meet in the month of January. Therefore, given this circumstance and the urgency of this type of service, staff's recommendation is being forwarded directly to the Board of Supervisors for its consideration.

**Recommendation:** Staff recommends that \$22,224 in FY 2016/17 CDBG funds be allocated to CCC-HSD to support its CORE Homeless Street Outreach Services Program. CCC-HSD was awarded State ESG funds to provide these services in the County and the additional \$22,224 in CDBG funds will allow the program to further extend those services to cover more areas of the County. The total program budget for the CORE Homeless Street Outreach Program is \$333,191 and the County CDBG funds would equate to approximately seven percent of the total budget. CCC-HSD proposes to serve a total of approximately 700 homeless persons in the County, of which 225 (or 32 percent) will be from the CDBG Urban County area (the Urban County area is comprised of all incorporated cities and unincorporated areas of the County, except for the incorporated Cities of Antioch, Concord, Pittsburg, and Walnut Creek). The total County CDBG cost to fund this program equates to approximately a \$99.00 per client cost.

## CONSEQUENCE OF NEGATIVE ACTION:

A delay in approval or denial of approval will delay the expansion of the homeless outreach services to more areas of the county.

## CHILDREN'S IMPACT STATEMENT:

Most of the projects and programs funded with CDBG funds address at least one of the five community outcomes established in the Children's Report Card.



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: January 17, 2017

Subject: Update on the Implementation of the Secondhand Smoke Ordinance

---

**RECOMMENDATION(S):**

ACCEPT the report from the Health Services Department on the implementation of the Secondhand Smoke Protections Ordinance.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The issue of secondhand smoke and the associated health implications was first referred to the Family and Human Services Committee by the Board of Supervisors on March 1, 2006. Since that time the Health Services Department has provided annual reports to update the Committee and the Board of Supervisors on the problem and progress made to address it.

The Board of Supervisors adopted a comprehensive Secondhand Smoke Protections Ordinance in 2006 on the heels of the California Air Resources Board report which designated secondhand smoke as a toxic air contaminant based on a review of the research linking secondhand smoke with numerous adverse health effects. The Board strengthened these protections in October 2009, October 2010 and April 2013 in response to community complaints regarding drifting smoke in multi-unit housing and the need for additional policies to protect public health. On June 17, 2014 the Board of Supervisors adopted Ordinance 2014-06 which prohibits smoking on property owned or leased

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Enid Mendoza, (925)  
335-1039

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

by the County.

On December 12, 2016, the Family and Human Services Committee heard the Health Services Department's report on the topic and accept the attached report and supporting documentation.

CONSEQUENCE OF NEGATIVE ACTION:

The report will not be accepted.

ATTACHMENTS

Secondhand Smoke Ordinance Report

Secondhand Smoke Brochure - English

Secondhand Smoke Brochure - Spanish

Secondhand Smoke Brochure for Landlords, Property Managers and Developers

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

DANIEL PEDDYCORD, RN, MHA/MPA  
DIRECTOR OF PUBLIC HEALTH



CONTRA COSTA  
PUBLIC HEALTH  
597 CENTER AVENUE, SUITE 200  
MARTINEZ, CALIFORNIA 94553  
PH (925) 313-6712  
FAX (925) 313-6721  
DANIEL.PEDDYCORD@HSD.CCCOUNTY.US

To: Family and Human Services Committee, Contra Costa Board of Supervisors  
From: Daniel Peddycord, Director of Public Health  
Re: Annual Report on Implementation of Secondhand Smoke Protections Ordinance  
Date: December 12, 2016

### **Background**

The Board of Supervisors adopted a comprehensive Secondhand Smoke Protections Ordinance in 2006. This decision came on the heels of the California Air Resources Board report designating secondhand smoke as a toxic air contaminant based on a review of the research linking secondhand smoke with numerous adverse health effects. The Board strengthened these protections in October 2009, October 2010, April 2013 and June 2014 in response to community complaints regarding drifting smoke and the need for additional policies to protect public health.

In April 2014, the Committee voted to send to the full Board of Supervisors a revision to the County Health and Safety Code that would expand secondhand smoke protections to make all County properties 100% smoke-free. As a result of the Board's adoption of the new protections in June, 2014, all County owned and leased properties were designated 100% smoke-free beginning March 1, 2015.

At our last annual report on the Implementation of the Secondhand Smoke Protections Ordinance on April 13, 2015, Family and Human Services Committee accepted the report on Implementation of the Smokefree Campuses provision and staff recommendations for strengthening the ordinance. The Committee directed staff to work with County Counsel to draft ordinance language that would create 100% smoke-free multi-unit housing and revise and strengthen the regulation of electronic smoking devices under County Law, and to bring the draft ordinance language back to the Full Board of Supervisors for consideration.

### **Implementation of the Smoke-free County Properties, (Smoke-Free County Campuses), and other Secondhand Smoke Protections Ordinance Provisions Over the Past Year**

#### *Smoke-Free County Campuses Provision:*

Since our last report, Facilities Services has posted signage at various county campuses, including the following properties:

4545 Delta Fair Boulevard, Antioch  
4549 Delta Fair Boulevard, Antioch  
3105 Willow Pass Road, Bay Point  
4191 Appian Way, El Sobrante  
30 Douglas Drive, Martinez  
40 Douglas Drive, Martinez  
50 Douglas Drive, Martinez  
1220 Morello Avenue, Martinez  
2530 Arnold Drive, Martinez  
303 41st Street, Richmond  
2523 El Portal Drive, San Pablo



Facilities Services' original plan was to continue posting outdoor signage and to remove cigarette waste receptacles in the areas of highest County campus concentration, beginning in Central County, moving to West County, and finally to East County. Facilities Services has reported to us that understaffing in their department over the past year has required them to prioritize the work on a complaint-basis, and Tobacco Prevention Project Staff have been in communication with Facilities Services when complaints are received by our department. With the retirement of the Facilities Services Director, Tobacco Prevention Project staff will be working with the new director on a plan for completing the signage and removal of waste receptacles on all County Campuses once the staffing issue has been resolved.

- Tobacco Prevention Project Staff will be conducting another presentation to County Building Safety Coordinators at Risk Management's Countywide Safety Coordinators Meeting in January 2017. Updated "Smokefree Contra Costa" smokefree campus paper flyers and the staff version of the "Frequently Asked Questions" document will be distributed for internal posting.
- Tobacco Prevention Project staff continue to maintain the Contra Costa Smoke-Free Campus web pages on the Health Services website ([www.smokefreecc.org](http://www.smokefreecc.org)). This includes information on the ordinance, and the "Frequently Asked Questions" document for the public.

#### *Other Ordinance Provisions:*

- The Tobacco Prevention Project continues to educate the public and businesses on provisions of the ordinance through community presentations, distributing educational brochures, responding to complaints and inquiries, and incorporating educational materials into County business license mailings. There have been only two complaints from the public over the past year regarding existing outdoor secondhand smoke protection provisions and no complaints about the use of electronic smoking devices (ESDs) in areas where smoking is permitted.

### **Report back on Smokefree Multi-Unit Housing Draft Ordinance and Electronic Smoking Device Definition**

*Multi-Unit Housing Protections:* As directed by the Committee, Public Health staff are working with County Counsel on a draft ordinance that would revise the County's Secondhand Smoke Protections Ordinance to create 100% Smokefree Multi-unit housing in the unincorporated County, including all multi-family housing complexes of two or more units. Public Health staff hopes to bring this to the Board of Supervisors shortly after the New Year.

The majority of the secondhand smoke complaints received by the Tobacco Prevention Project continue to be from multi-family housing residents regarding unit-to-unit and outside-to-unit drifting smoke. For residents of the unincorporated county, staff follows up with landlords and property owners regarding compliance with the County's current laws. However, since the County's ordinance does not include protections that address unit-to-unit drifting smoke, many of these residents are still exposed to secondhand smoke in their homes.

*Electronic Smoking Devices:* The new definition of Electronic Smoking Devices, which would prohibit the use of any electronic smoking device that can be used to deliver nicotine, regardless of whether or not the device contains nicotine, was approved by the full Board on May 24, 2016 to be included in the revisions to the Tobacco Retailer Licensing and Zoning Ordinances, and is expected to be on the Board agenda in late December.

### **Provision of Technical Assistance to Contra Costa Cities**

- Since our last report, Tobacco Prevention Project staff provided technical assistance to the cities of El Cerrito and Orinda regarding outdoor secondhand smoke protections and electronic smoking device policy and implementation. The City of Orinda adopted an ordinance (4/16) that did not include electronic smoking devices, however prohibits smoking of conventional tobacco within 20 feet of doors, windows, air ducts and ventilation systems of enclosed places open to the public; in outdoor dining areas; in public parks and trails; and on city property when being used for an outdoor event. The City of El



Cerrito adopted a strong, comprehensive secondhand smoke protections ordinance in October, 2014, and staff has continued to provide technical assistance on implementation issues.

- On 11/30/16, the US Housing and Urban Development (HUD) adopted rules requiring public housing developments in the U.S. to provide a smoke-free environment for their residents, including in all living units, indoor common areas, administrative offices and all outdoor areas within 25 feet of housing and administrative office buildings, within the next 18 months. Staff will be offering technical assistance to the County's Housing Authority in implementing these rules.

**Attachments:**

1. "A Guide to Contra Costa County's Secondhand Smoke Protections Ordinance" brochure and "For Property Managers, Developers and Landlords in unincorporated Contra Costa: Information on Contra Costa County's Secondhand Smoke Protections Ordinance" brochure.





**In 2006, the California Air Resources Board (CARB) designated secondhand smoke as a toxic air contaminant that may cause or contribute to an increase in deaths or in serious illness or pose a hazard to human health, particularly in children.**

### **Why is this Ordinance Important?**

There is no safe level of exposure to secondhand smoke. This ordinance helps to protect everyone who lives and works in the unincorporated communities of Contra Costa County from the harmful effects of secondhand smoke.

*Secondhand smoke causes as many as 53,000 deaths* each year in the United States, approximately 6,000 of which occur in California. Health impacts of Secondhand Smoke (SHS) in California each year include:

- Over 400 lung cancer deaths
- Over 3,600 cardiac deaths
- About 31,000 episodes of asthma
- About 1,600 cases of low birth weights in newborns
- Over 4,700 cases of premature births

**If you or someone you know would like to quit smoking, call  
1-800-NO BUTTS  
for free cessation services and more information.**

### **Who do I call to make a complaint?**

Any person may call the Contra Costa Health Services Tobacco Prevention Project at 888-877-4202.

### **What happens after a complaint is made?**

A warning letter will be sent to the business owner about a possible violation of the ordinance. Failure to comply with the ordinance may result in fines.

### **Are there other remedies under the law?**

Under the Americans with Disabilities Act, violators may be sued for \$50,000 for the first violation and \$100,000 for the second violation, plus attorney's fees, if a member of the public experiences damage to their health due to secondhand smoke exposure.

For more information or to order signage for your business, contact the Tobacco Prevention Project or visit our website.



888-877-4202 Complaint line  
925-313-6214 Office  
925-313-6864 Fax

<http://www.cchealth.org/topics/tobacco>

Many services are covered by Medi-Cal. If you would like to receive information regarding Medi-Cal eligibility call the Social Services office: 1-800-709-8348.

April 2015

## **A Guide to Contra Costa County's Secondhand Smoke Protections Ordinance**





## About the Ordinance

New laws in Contra Costa County reduce secondhand smoke exposure among residents, visitors and workers in all unincorporated communities of Contra Costa County (County Ordinance Code Chapter 445-4).

## Where Smoking is Prohibited

Smoking of any tobacco product or plant (including the use of a hookah pipe, medical marijuana or electronic smoking device such as an e-cigarette) is prohibited in the following areas:

### Indoor Areas

All workplaces and indoor areas open to the public, including tobacco shops, owner- or volunteer-operated businesses and hotel lobbies.

### Outdoor Areas

- All areas within 20 feet of the doors, operable windows, air ducts, and ventilation systems of any enclosed worksite or enclosed places open to the public, except while passing on the way to another destination;
- Outdoor dining areas at bars and restaurants and outdoor lounges and dining areas at places of employment;
- Public parks and on public trails;
- Outdoor public service areas (e.g., ATMs, ticket lines, and bus stops); and
- Outdoor public events (e.g., fairs, festivals, concerts, and farmers' markets).

### County Owned or Leased Properties

- Smoking is prohibited on the campus of County-owned or leased properties.



### Multi-Unit Housing (two or more units)

- Common indoor and outdoor areas;
- Within 20 feet of doors, windows, air ducts and ventilation systems of multi-unit housing residences, except while walking from one destination to another;
- On all balconies, patios, decks and in carports; and
- In 100% of all dwelling units of multi-unit housing residences that received a building permit after January 1, 2011.

### Multi-unit Housing Landlord Requirements

**Under the law, landlords are required to:**

- Maintain and keep on file at the premises: (1) a list of all designated non-smoking units at the residence; (2) a floor plan of the residence that identifies the location of all designated non-smoking units, any units where smoking is permitted and any designated outdoor smoking areas;
- Provide a copy of the list and floor plan, and a copy of any policy for addressing smoking complaints to each prospective tenant along with every new lease or rental agreement for the occupancy of a unit in a multi-unit residence; and
- Include lease terms with a clause stating it is a material breach of the lease to smoke in a non-smoking unit or in any indoor or outdoor common area where smoking is prohibited.

## Landlord, Owner and Manager Requirements

In every building or other place where smoking is prohibited by law, the owner, operator or manager must:

- Post “No smoking” signs with letters of not less than one inch in height, or the use of the international “No Smoking” symbol (consisting of a burning cigarette in a red circle with a red bar across it), visibly in every building or other place where smoking is regulated by the owner, operator, manager or other person having control of the building or other place.
- Not allow ashtrays or other receptacles for disposing of smoking material where smoking is prohibited; and
- Not knowingly allow smoking in smoking prohibited areas. The owner, operator or manager must request that the person stop smoking and if the person fails to stop, ask them to leave the premises.



**En 2006, la Junta de Recursos del Aire de California (California Air Resources Board, CARB) designó el humo de segunda mano como un contaminante tóxico del aire que puede causar o contribuir a un aumento en el número de muertes o enfermedades graves o representar un peligro para la salud humana, particularmente los niños.**

### ¿Por qué es importante este decreto?

No existe un nivel seguro de exposición al humo de segunda mano. Este decreto ayuda a proteger a todos los que viven y trabajan en comunidades no incorporadas del Condado Contra Costa de los efectos nocivos del humo de segunda mano.

*El humo de segunda mano causa hasta 53,000 muertes cada año en Estados Unidos, aproximadamente 6,000 de ellas ocurren en California. Los impactos a la salud del humo de segunda mano (Secondhand Smoke, SHS) cada año en California incluyen:*

- Más de 400 muertes por cáncer de pulmón
- Más de 3,600 muertes por problemas cardíacos
- Aproximadamente 31,000 episodios de asma
- Aproximadamente 1,600 casos de recién nacidos con bajo peso al nacer
- Más de 4,700 casos de nacimientos prematuros

**Si usted o alguien a quien usted conoce quiere dejar de fumar, llame al**  
**1-800-NO BUTTS**  
**para recibir los servicios gratuitos para dejar de fumar y para recibir más información.**

### ¿A quién llamo para presentar una queja?

Cualquier persona puede llamar al Proyecto de Prevención de uso del tabaco, Servicios de salud de Contra Costa al número 888-877-4202.

### ¿Qué sucede después de presentar una queja?

Se le enviará una carta de advertencia al propietario del negocio sobre una posible violación del decreto. No cumplir con el decreto puede provocar que se imponga una multa.

### ¿Hay otros recursos de acuerdo con la ley?

Según la Ley de Americanos con Discapacidades (Americans with Disabilities Act), las personas que cometan la infracción serán demandadas por \$50,000 por la primera infracción y \$100,000 por la segunda infracción, además de los honorarios de abogados, si un miembro del público experimenta daños a su salud debido a la exposición al humo de segunda mano.

Para obtener más información o para ordenar rótulos para su negocio, comuníquese con el Proyecto de Prevención del uso del tabaco o visite nuestro sitio web.



CONTRA COSTA  
HEALTH SERVICES

Contra Costa Public Health  
Tobacco Prevention Project  
597 Center Ave, Suite 125  
Martinez, CA 94553

Línea de quejas: 888-877-4202

Oficina: 925-313-6214

Fax: 925-313-6864

<http://www.cchealth.org/topics/tobacco>

Muchos servicios están cubiertos por Medi-Cal. Si desea recibir información sobre la elegibilidad para Medi-Cal, llame a la oficina de Servicios Sociales al: 1-800-709-8348.

Abril de 2015

## Una guía sobre el decreto de protecciones contra el humo de segunda mano del Condado Contra Costa





## Acerca del Decreto

Las nuevas leyes del Condado Contra Costa restringen la exposición al humo de segunda mano entre los residentes, visitantes y trabajadores de todas las comunidades no incorporadas del Condado Contra Costa (Capítulo 445-4 del Código de Ordenanzas del Condado).

## En dónde se prohíbe fumar

Se prohíbe fumar cualquier producto o planta de tabaco (incluyendo el uso de un narguile, mariguana medicinal o un aparato electrónico para fumar como un cigarrillo electrónico) en las áreas siguientes:

### Áreas en el interior

Todos los lugares de trabajo y áreas en el interior que estén abiertos al público, incluyendo tiendas de venta de productos de tabaco, negocios operados por el propietario o un voluntario y vestíbulos de los hoteles.

### Áreas al aire libre

- Todas las áreas a una distancia de 20 pies de las puertas, ventanas que se puedan abrir, ductos de aire y sistemas de ventilación de cualquier sitio de trabajo cerrado o lugares cerrados que estén abiertos al público, salvo cuando pasan en su camino a otro destino;
- Áreas para comer al aire libre en bares y restaurantes y salones al aire libre y áreas para comer en los lugares de trabajo;
- Parques públicos y senderos públicos;
- Áreas de servicio público al aire libre (por ejemplo, cajeros automáticos, colas para comprar boletos y paradas de bus); y
- Eventos públicos al aire libre (por ejemplo, ferias, festivales, conciertos y mercados agrícolas).

### Propiedades arrendadas o que sean propiedad del condado

- Está prohibido fumar en los campos de propiedades arrendadas o que sean propiedad del condado.



### Viviendas multifamiliares (dos o más unidades)

- Áreas comunes en el interior y al aire libre;
- A una distancia de 20 pies de puertas, ventanas, ductos de aire y sistemas de ventilación de viviendas con varias unidades, excepto cuando camina de un lugar a otro;
- En todos los balcones, patios, terrazas y en garajes abiertos; y
- En el 100% de todas las unidades habitacionales de residencias multifamiliares que recibieron una licencia para construir después del 1 de enero de 2011.

### Requisitos para los propietarios de viviendas multifamiliares

#### De acuerdo con la ley, a los propietarios se les exige:

- Mantener y guardar en el archivo en las instalaciones: (1) una lista de todas las áreas designadas para no fumar de la residencia; (2) un plano de planta de la residencia que identifique la ubicación de todas las unidades designadas para no fumar, cualquier unidad en donde esté permitido fumar y cualquier área designada para fumar al aire libre;
- Proporcionar una copia de la lista y del plano de planta, así como una copia de cualquier política sobre cómo tratar las quejas por fumar a cada posible inquilino junto con cada nuevo contrato de arrendamiento o contrato de alquiler para la ocupación de una unidad en una residencia multifamiliar; y
- Incluir en los términos del contrato una cláusula que indique que es una violación material al contrato de arrendamiento fumar en una unidad en donde no se permite o en cualquier área común en el interior o al aire libre en donde esté prohibido fumar.

### Requisitos del propietario, arrendador y administrador

En todos los edificios o en cualquier otro lugar en donde esté prohibido fumar según la ley, el propietario, el operador o el administrador deben:

- Colocar rótulos de "No fumar" con letras de no menos de una pulgada de altura o el símbolo de uso internacional "No fumar" (un cigarrillo encendido dentro de un círculo rojo con una barra roja que lo atraviesa), visiblemente en todos los edificios o en cualquier otro lugar en donde fumar esté regulado por el propietario, el operador, el administrador u otra persona que tenga el control del edificio o de otro lugar.
- No permitir que haya ceniceros u otros recipientes para desechar el material que se haya utilizado para fumar en donde esté prohibido fumar; y
- No permitir deliberadamente, fumar en áreas en donde está prohibido fumar. El propietario, el operador o el administrador debe solicitar que la persona deje de fumar y si la persona no lo hace, pedirle que abandone las instalaciones.



## Landlord Liability

- Landlords are not liable for a tenant's breach of the smoking regulations if (1) the landlord has fully complied with all provisions of the law; and (2) upon receiving a signed written complaint regarding prohibited smoking, the landlord provides warning to the offending tenant. Upon receiving a second signed, written complaint against the offending tenant, the landlord may evict but is not liable for the failure to do so.

## Penalties for Non-compliance with the Ordinance

Failure to comply with the ordinance can result in administrative fines of \$100 for the first violation, \$200 for the second violation within a year and \$500 for each additional violation within a year. Landlords who fail to comply with this ordinance may be subject to other legal claims by tenants.



## Why is this Ordinance Important?

In 2006, the California Air Resources Board (CARB) designated secondhand smoke as a toxic air contaminant that may cause or contribute to an increase in deaths or in serious illness or pose a hazard to human health, particularly in children. The U.S. Surgeon General has declared that there is no safe level of exposure to secondhand smoke. Secondhand smoke causes as many as 53,000 deaths each year in the United States, approximately 6,000 of which occur in California.

Secondhand smoke has been shown to move through light fixtures, through ceiling crawl spaces, and into and out of doorways and windows. This ordinance helps to protect people who live in multi-unit housing in the unincorporated communities of Contra Costa County from the harmful effects of secondhand smoke.

For more information or to order signage (available as supplies last) for your multi-unit housing residence, contact the Tobacco Prevention Project or visit our website.



Tobacco Prevention Project  
Community Wellness and Prevention Programs  
Contra Costa Public Health  
597 Center Avenue, Suite 125 Martinez, CA 94553  
888-877-4202 Complaint line 925-313-6214 Office  
925-313-6864 Fax  
<http://www.cchealth.org/tobacco>

Many services are covered by Medi-Cal. If you would like to receive information regarding Medi-Cal eligibility call the Social Services office:  
**1-800-709-8348**

**For Property Managers,  
Developers and Landlords  
in unincorporated  
Contra Costa**

**Information on  
Contra Costa County's**

# Secondhand Smoke Protections Ordinance



**This is a  
smoke-free building**



## New Law in Effect

In March 2013, the Contra Costa County Board of Supervisors amended the County's Secondhand Smoke Protections Ordinance to include more protections for residents of multi-unit housing in unincorporated Contra Costa.

**Smoking of any tobacco product or other plant (including the use of a hookah pipe, medical marijuana or Electronic Nicotine Delivery System (ENDS) such as an e-cigarette) is prohibited in the following areas of multi-unit housing with 2 or more units:**

- Common indoor and outdoor areas;
- Within 20 feet of doors, windows, air ducts and ventilation systems, except while walking from one destination to another;
- On all balconies, patios, decks and in carports; and
- In 100% of all dwelling units of multi-unit housing residences that receive a building permit after January 1, 2011.



## Landlord Responsibilities

**Under the law, the Owner and Manager of a multi-unit housing building must:**

- Post "No smoking" signs with letters of not less than one inch in height, or the international "No Smoking" symbol (consisting of a burning cigarette in a red circle with a red bar across it). The sign must be visibly posted in every building or other place where smoking is prohibited by law;
- Not allow ashtrays or other receptacles for disposing of smoking material where smoking is prohibited;
- Not knowingly allow smoking in smoking prohibited areas; and
- Comply with lease/rental agreement requirements outlined in the next section.

## Lease/Rental Agreement Requirements

**Under the law, the Owner and Manager of a multi-unit housing building must:**

- Maintain and keep on file at the premises: (1) a list of all designated nonsmoking units at the residence; (2) a floor plan of the residence that identifies the location of all designated non-smoking units, any units where smoking is permitted and any designated outdoor smoking areas; and
- With every new lease or rental agreement for the occupancy of a unit in a multi-unit residence, include:
  - ◇ A copy of the list of nonsmoking units;
  - ◇ A copy of the floor plan;
  - ◇ Information indicating whether a policy for handling smoking complaints is in effect at the multi-unit residence, and if so, the terms of the policy; and
  - ◇ A clause stating it is a material breach of the lease to a) violate any law regarding smoking while on the premises; b) smoke in a non-smoking unit; or c) smoke in any multi-unit residence common area where smoking is prohibited. (The California Apartment Association's form 34.0 may be used for this purpose).

Under certain conditions, landlords may designate a common outdoor area of a multi-unit housing residence as a smoking area. For more information contact the Tobacco Prevention Project at 888-877-4202.



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: January 17, 2017

Subject: 2016 Family and Human Services Annual Report

---

**RECOMMENDATION(S):**

I. ACKNOWLEDGE that the Board of Supervisors carried over twenty-one referrals from the prior year into the 2016 calendar year.

II. ACKNOWLEDGE that on June 7, 2016, the Board of Supervisors accepted and approved the Employment and Human Services Director’s recommendation to change the following referrals:

- a. Eliminate the “Office of the Future” report from Referral #44 - Challenges for EHSD and expand the referral to include the “Continuum of Care Reform (Foster Care)” report; and
- b. Reduce the frequency of Referral #108 – Call Center Oversight and the Health Care Reform Update from biannual to annual and eliminate the referral after June 30, 2017; and
- c. Expand Referral #93 – Independent Living Skills Program to include additional youth services updates and retitle the referral to “Youth Services Report”; and
- d. Refer a new report regarding the “impacts of technology on access to public benefits” to the Employment and Human Services Department so that the Family and Human Services Committee and the Board of Supervisors can receive annual updates on the department’s reworking of its business processes and development of technologies to make remote access of public benefits more common; and
- e. Expand Referral #110 – Innovative Community Partnerships to include a report on “Whole Family Services”.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Enid Mendoza, (925)  
335-1039

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

>

III. ACKNOWLEDGE that at the April 26, 2016 Board of Supervisors meeting the topic of child and teen psychiatric services and the utilization planning of the 4-D Unit was referred to the Family and Human Services Committee for follow up.

IV. ACKNOWLEDGE that at the September 13, 2016 Board of Supervisors meeting, the issues brought forward by the Mental Health Commission on the County's public mental health care system was referred to the Family and Human Services Committee for follow up.

V. ACCEPT the recommendation to carry forward the following twenty-four referrals from the 2016 Family and Human Services Committee to the 2017 Committee:

- a. Referral #5 – Continuum of Care Plan for the Homeless/Healthcare for the Homeless
- b. Referral #20 – Public Service Portion of the CDBG
- c. Referral #25 – Child Care Planning/Development Council Membership
- d. Referral #44 – Challenges for EHSD (Continuum of Care Reform)
- e. Referral #45 – Adult Protective Services and Challenges for Aged & Disabled Populations
- f. Referral #56 – East Bay Stand Downs for Homeless Veterans / Stand Down on the Delta
- g. Referral #61 – HIV Prevention/Needle Exchange Program
- h. Referral #78 – Community Services Bureau/Head Start Oversight
- i. Referral #81 – Local Child Care & Development Planning Council Activities
- j. Referral #82 – Secondhand Smoke Ordinance
- k. Referral #92 – Local Planning Council – Child Care Needs Assessment
- l. Referral #93 – Youth Services Report (formerly Independent Living Skills Program)
- m. Referral #101 – FACT Committee At-Large Appointments
- n. Referral #103 – SNAP/CalFresh (Food Stamp) Program
- o. Referral #107 – Laura's Law
- p. Referral #108 – Call Center Oversight and the Health Care Reform Update  
(to be eliminated June 30, 2017, or after final report in 2017)
- q. Referral #109 – Workforce Innovation and Opportunity Act
- r. Referral #110 – Innovative Community Partnerships
- s. Referral #111 – Human Trafficking – Update on Commercial Sexual Exploitation of Children and Update on the Family Justice Center
- t. Referral #112 – Policy Options to Protect Youth from Tobacco Influences in the Retail Environment
- u. Referral #113 – Built Environment and Health in All Policies
- v. Referral #114 – Impacts of Technology on Access to Public Benefits
- w. Referral #115 – Child and Teen Psychiatric Services
- x. Referral #116 – Public Mental Health Care System

FISCAL IMPACT:

None.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

This report fulfills this requirement for the Family and Human Services Committee. On December 12, 2016 the Family and Human Services Committee reviewed the referrals the Committee had received reports and/or made recommendations to the Board of Supervisors and approved referring twenty-four referrals to the 2017 Family and Human Services Committee as specified in the recommendation section.

CONSEQUENCE OF NEGATIVE ACTION:

The twenty-four referrals from the 2016 Family and Human Services Committee will not be referred to the 2017 Committee for follow up.





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 17, 2017

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:**

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.

Government Code Section 8630 requires 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 January 10, 2017 the Board of Supervisors reviewed and approved the emergency declaration.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Enid Mendoza, (925)  
335-1039

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Multifamily Housing Revenue Bonds - Casa Montego, Walnut Creek

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/4 approving the issuance of Multifamily Housing Revenue Bonds (the "Bonds") by the California Municipal Finance Authority (CMFA) in an amount not to exceed \$22,050,000 for the benefit of Satellite Affordable Housing Associates (SAHA), a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), or a subsidiary or affiliate thereof (the "Borrower"), to provide for the financing of the acquisition, rehabilitation, improvement and equipping of a multifamily housing development commonly known as Casa Montego Apartments located at 1485 Montego Street, in the City of Walnut Creek. Such adoption is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the Code and the California Government Code Section 6500 (and following).

**FISCAL IMPACT:**

No impact to the General Fund. The County will be reimbursed for any costs incurred in the process of conducting the TEFRA Hearing. The CMFA will issue tax-exempt revenue bonds on behalf of SAHA. Repayment of the bonds is solely the responsibility of SAHA.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Kristen Lackey (925)  
674-7888

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

By: , Deputy

cc:

## BACKGROUND:

Satellite Affordable Housing Associates, with the City of Walnut Creek's support, requested the County to conduct a Tax Equity and Fiscal Equity Responsibility Act of 1982 (TEFRA) hearing for the California Municipal Finance Authority (CMFA) issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$22,050,000 to be used to finance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing development commonly known as Casa Montego Apartments located at 1485 Montego Street, in the City of Walnut Creek, California (the "Project"). A TEFRA hearing must be held by an elected body of the governmental entity having jurisdiction over the area where the project is located in order for all or a portion of the Bonds to qualify as tax-exempt bonds for the financing of the Project. The County is a member of the CMFA and qualifies as an elected body of the governmental entity having jurisdiction over the area where the project is located.

The main purpose of the proposed Resolution is to acknowledge that a public hearing was held by the County's Community Development Bond Program Manager on January 3, 2017, where members of the community were given an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. No public comments were received. A notice of the hearing was published in the Contra Costa Times (proof of publication attached) on December 19, 2016.

The County's only role in this transaction was to hold the TEFRA hearing. Additional actions related to the bond issuance will be the responsibility of CMFA.

This is the second TEFRA hearing held by the County for this project. The original TEFRA hearing was held on November 30, 2015 with the corresponding Resolution No. 2015/461 being approved by the Board of Supervisors at its December 15, 2015 meeting. A second TEFRA hearing is required because the developer intends to request an additional \$1,050,000 allocation from the California Debt Limit Allocation Committee.

## CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent CMFA from providing tax-exempt financing for SAHA's Casa Montego Apartments project in Walnut Creek.

## ATTACHMENTS

Resolution No. 2017/4

Proof of Publication

Casa Montego-TEFRA Hearing Transcript\_1.3.17

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

Adopted this Resolution on 01/17/2017 by the following vote:

AYE:   
NO:   
ABSENT:   
ABSTAIN:   
RECUSE:



**Resolution No. 2017/4**

**IN THE MATTER OF APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF CERTAIN AFFORDABLE MULTIFAMILY RENTAL HOUSING FACILITIES FOR THE BENEFIT OF SATELLITE AFFORDABLE HOUSING ASSOCIATES OR AN AFFILIATE THEREOF**

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the County of Contra Costa (the "County") is a Member of the Authority; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

**WHEREAS**, Satellite Affordable Housing Associates, or an entity to be created thereby (the "Borrower") has requested that the Authority issue and sell revenue bonds in the maximum principal amount of \$22,050,000 (the "Bonds") for the purpose of making a loan to the Borrower, to enable the Borrower to finance and refinance the costs of the acquisition, rehabilitation, improvement and equipping of an 80-unit affordable multifamily rental housing facility located in the County at 1485 Montego Street, Walnut Creek, California (the "Project"); and

**WHEREAS**, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

**WHEREAS**, the Authority has determined that the Board of Supervisors of the County (the "Board of Supervisors") is an "applicable elected representative" for purposes of holding such hearing; and

**WHEREAS**, the Authority has requested that the Board of Supervisors approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Agreement; and

**WHEREAS**, notice of such public hearing has been duly given as required by the Code, and this Board of Supervisors has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing of the Project and the Authority's issuance of the Bonds therefor; and

**WHEREAS**, it is in the public interest and for the public benefit that the Board of Supervisors approve the issuance of the Bonds by the Authority for the aforesaid purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct.

Section 2. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of

the Board of Supervisors that this resolution constitute approval of the issuance of the Bonds (a) by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and (b) by the Board of Supervisors in accordance with Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The Board of Supervisors shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the Board of Supervisors or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation, improvement, equipping or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The executing officers, the Clerk of the Board and all other proper officers and officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. The Clerk of the Board shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq. Jones Hall, APLC 475 Sansome Street, Suite 1700 San Francisco, CA 94111

Section 7. This resolution shall take effect immediately upon its passage.

I hereby certify that this is 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 17, 2017**

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

**Contact: Kristen Lackey (925) 674-7888**

By: , Deputy

**cc:**

**Contra Costa Times**

175 Lennon Lane, Suite 100  
Walnut Creek, CA 94598  
925-943-8019

2003193

CALIF. NEWSPAPER SVC.  
BILLING DEPT.  
PO BOX 60460  
LOS ANGELES, CA 90060

**PROOF OF PUBLICATION**

**FILE NO. 2956819**

In the matter of

**Contra Costa Times**

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Contra Costa Times, a newspaper published in the English language in the City of Walnut Creek, County of Contra Costa, State of California.

I declare that the Contra Costa Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated October 22, 1934, Case Number 19764. Said decree states that the Contra Costa Times is adjudged to be a newspaper of general circulation for the City of Walnut Creek, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**12/19/2016**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 19th day of December, 2016.



Signature

Legal No.

0005872304

**FORM OF NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on January 3, 2017, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to the proposed issuance by the California Municipal Finance Authority of its revenue bonds in one or more series in an amount not to exceed \$22,050,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, rehabilitation, improvement and equipping of an 80-unit affordable multifamily rental housing facility located in the County of Contra Costa (the "County") at 1485 Montego Street, Walnut Creek, California (the "Project"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned and operated by Satellite Affordable Housing Associates, or a limited partnership or other entity created thereby.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the County, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 9:00 a.m. or as soon thereafter as the matter can be heard, and will be held in the Contra Costa County Department of Conservation and Development, 30 Muir Road, Martinez, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments. Additional information concerning the above



\* A 0 0 0 0 0 4 3 1 1 7 2 7 \*

matter may be obtained from, and written comments should be addressed to, Kristen Lackey, Community Development Bond Program Manager, Contra Costa County Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553.  
Dated: December 19, 2016  
12/19/16  
CNS-2956819#  
**CONTRA COSTA TIMES**  
CCT 5872304  
Dec. 19, 2016

**TRANSCRIPT FOR THE TEFRA HEARING**

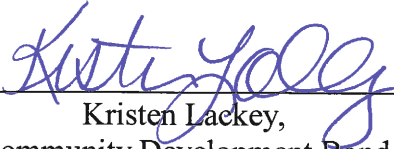
**January 3, 2017 9:00 a.m.**

This noticed public hearing is required by the federal Tax Equity and Fiscal Responsibility Act (TEFRA), Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The hearing is on the proposed issuance by the California Municipal Finance Authority of its revenue bonds in an amount not to exceed twenty two million fifty thousand dollars (\$22,050,000). Proceeds from the sale of the proposed bonds will be used to provide financing for costs of the acquisition, construction, and improvement of a multifamily housing residential facility generally known as Casa Montego by a California limited partnership to be formed by Satellite Affordable Housing Associates or a related entity. Casa Montego is an 80 unit multifamily housing residential facility located at 1485 Montego Street, in the City of Walnut Creek, California.

TEFRA requires that a public hearing be held by a governing body of the jurisdiction in which a project to be financed is located, and that the governing body approve the proposed financing solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500. Casa Montego is within the jurisdiction of the County of Contra Costa. The Contra Costa County Board of Supervisors may consider adoption of a resolution approving the issuance of the bonds on January 17, 2017. Any comments provided at this hearing will be made available to the Board of Supervisors prior to their taking action on January 17<sup>th</sup> or on such later date as the matter may be considered by the Board of Supervisors.

If there are parties present who wish to voice their opinion and provide comments on the proposed financing of the development or the issuance of the bonds, I would ask that they be recognized now by raising their hand. I will then let each person provide any written or oral testimony that they may wish to provide on this matter.

Opened hearing: 9:02  
Speakers present: 0  
Closed hearing: 9:13

By:   
Kristen Lackey,  
Community Development Bond  
Program Manager,  
County of Contra Costa

Date: January 3, 2017





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Multifamily Housing Revenue Bonds - Barrett Plaza and Barrett Terrace, Richmond

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2017/3 approving the issuance of Multifamily Housing Revenue Bonds (the "Bonds") by the California Municipal Finance Authority (CMFA) in an amount not to exceed \$41,500,000 for the benefit of Community Housing Development Corporation of North Richmond (CHDC), a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), or a subsidiary or affiliate thereof (the "Borrower"), to provide for the financing of the acquisition, rehabilitation, improvement and equipping of two multifamily housing developments commonly known as Barrett Plaza located at 510 Barrett Avenue in the City of Richmond, and Barrett Terrace located at 700 Barrett Avenue in the City of Richmond. Such adoption is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the Code and the California Government Code Section 6500 (and following).

**FISCAL IMPACT:**

No impact to the General Fund. The County will be reimbursed for any costs incurred in the process of conducting the TEFRA Hearing. The CMFA will issue tax-exempt revenue bonds on behalf of CHDC. Repayment of the bonds is solely the responsibility of CHDC. No County funds are pledged to secure the bonds.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Kristen Lackey (925)  
674-7888

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

By: , Deputy

cc:

## BACKGROUND:

Community Housing Development Corporation of North Richmond (CHDC), with the City of Richmond's support, requested the County to conduct a Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing for the California Municipal Finance Authority (CMFA) issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$41,500,000 to be used to finance the acquisition, rehabilitation, improvement and equipping of two multifamily rental housing developments commonly known as Barrett Plaza located at 510 Barrett Street in the City of Richmond, California, and Barrett Terrace located at 700 Barrett Avenue in the City of Richmond (the "Projects"). A TEFRA hearing must be held by an elected body of the governmental entity having jurisdiction over the area where the project is located in order for all or a portion of the Bonds to qualify as tax-exempt bonds for the financing of the Project. The County is a member of the CMFA and the Board of Supervisors qualifies as an elected body of the governmental entity having jurisdiction over the area where the project is located.

The main purpose of the proposed Resolution is to acknowledge that a public hearing was held by the County's Community Development Bond Program Manager on January 3, 2017, where members of the community were given an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Projects. No public comments were received. A notice of the hearing was published in the Contra Costa Times (proof of publication attached) on December 19, 2016.

This is the second TEFRA hearing held by the County for this project. The original TEFRA hearing was held on February 1, 2016 with the corresponding Resolution No. 2016/59 being approved by the Board of Supervisors at its February 9, 2016 meeting. A second TEFRA hearing is required because the bonds will not be issued prior to the current TEFRA's expiration date of February 9, 2017.

The County's only role in this transaction was to hold the TEFRA hearing. The County will not be responsible for the repayment of the Bonds or any portion thereof, whatsoever. CHDC or its affiliate will bear sole responsibility for repaying the Bonds. Additional actions related to the bond issuance will be the responsibility of CMFA.

## CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent CMFA from providing tax-exempt financing for CHDC's Barrett Plaza and Barrett Terrace projects in Richmond.

## CHILDREN'S IMPACT STATEMENT:

N/A

## ATTACHMENTS

Resolution No. 2017/3

Proof of Publication\_12.19.16

Barrett-TEFRA Hearing Transcript\_1.3.17

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

Adopted this Resolution on 01/17/2017 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2017/3**

IN THE MATTER OF APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF CERTAIN AFFORDABLE MULTIFAMILY RENTAL HOUSING FACILITIES FOR THE BENEFIT OF COMMUNITY HOUSING DEVELOPMENT CORPORATION OF NORTH RICHMOND OR ONE OR MORE AFFILIATES THEREOF

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the County of Contra Costa (the "County") is a Member of the Authority; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

**WHEREAS**, Barrett Plaza Housing, LP, and Barrett Terrace Housing, LP (collectively, the "Borrowers"), each a limited partnership organized under the laws of the State of California by Community Housing Development Corporation of North Richmond, a California nonprofit corporation, or an affiliate thereof, has requested that the Authority participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$41,500,000 (the "Bonds");

**WHEREAS**, an aggregate principal amount of Bonds not to exceed \$16,500,000 will be used to finance the acquisition, rehabilitation and improvement of a 58-unit affordable multifamily rental housing facility ("Barrett Plaza") to be owned and operated by Barrett Plaza Housing, LP, or another entity created by the Community Housing Development Corporation of North Richmond or an affiliate thereof, and located in the County of Contra Costa (the "County") at 535-545, 725-733, 805-831 & 905-911 Barrett Ave.; 521-544 6th St.; 510-549 7th St.; 525-533 8th St.; and Unit 720-724 Hawthorne Ave., Richmond, California, and pay certain expenses incurred in connection with the issuance of such Bonds;

**WHEREAS**, an aggregate principal amount of Bonds not to exceed \$25,000,000 will be used to finance the acquisition, rehabilitation and improvement of a 115-unit affordable multifamily rental housing facility ("Barrett Terrace" and together with Barrett Plaza, the "Projects") to be owned and operated by Barrett Terrace Housing, LP, or another entity created by the Community Housing Development Corporation of North Richmond or an affiliate thereof, and located in the County at 700 Barrett Avenue, Richmond, California, and pay certain expenses incurred in connection with the issuance of such Bonds;

**WHEREAS**, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

**WHEREAS**, the Authority has determined that the Board of Supervisors of the County (the "Board of Supervisors") is an "applicable elected representative" for purposes of holding such hearing; and

**WHEREAS**, the Authority has requested that the Board of Supervisors approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Agreement; and

**WHEREAS**, notice of such public hearing has been duly given as required by the Code, and this Board of Supervisors has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing of the Project and the Authority's issuance of the Bonds therefor; and

**WHEREAS**, it is in the public interest and for the public benefit that the Board of Supervisors approve the issuance of the Bonds by the Authority for the aforesaid purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct.

Section 2. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the Board of Supervisors that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Projects are located in accordance with Section 147(f) of the Code and (b) by the Board of Supervisors in accordance with Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The Board of Supervisors shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the Board of Supervisors or any department thereof to (i) provide any financing to acquire or construct either Project or any refinancing of either Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation, improvement, equipping or operation of either Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The executing officers, the Clerk of the Board and all other proper officers and officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. The Clerk of the Board shall forward a certified copy of this Resolution to the Authority in care of its counsel: Ronald E. Lee, Esq. Jones Hall, APLC 475 Sansome Street, Suite 1700 San Francisco, CA 94111

Section 7. This resolution shall take effect immediately upon its passage.

I hereby certify that this is 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 17, 2017**

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

**Contact: Kristen Lackey (925) 674-7888**

By: , Deputy

**cc:**

**Contra Costa Times**

175 Lennon Lane, Suite 100  
Walnut Creek, CA 94598  
925-943-8019

Legal No.

0005872302

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on January 3, 2017, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to the proposed issuance by the California Municipal Finance Authority of its revenue bonds in one or more series in an amount not to exceed \$41,500,000 (the "Bonds").

An aggregate principal amount of Bonds not to exceed \$16,500,000 will be used to finance the acquisition, rehabilitation and improvement of a 58-unit affordable multifamily rental housing facility ("Barrett Plaza"), located in the County of Contra Costa (the "County") at 535-545, 725-733, 805-831 & 905-911 Barrett Ave.; 521-544 6th St.; 510-549 7th St.; 525-533 8th St.; and Unit 720-724 Hawthorne Ave., Richmond, California, and pay certain expenses incurred in connection with the issuance of such Bonds. The Barrett Plaza facilities are to be owned and operated by Barrett Plaza Housing, LP, or another entity created by the Community Housing Development Corporation of North Richmond, a California nonprofit corporation, or an affiliate thereof.

An aggregate principal amount of Bonds not to exceed \$25,000,000 will be used to finance the acquisition, rehabilitation and improvement of a 115-unit affordable multifamily rental housing facility ("Barrett Terrace"), located in the County at 700 Barrett Avenue, Richmond, California, and pay certain expenses incurred in connection with the issuance of such Bonds. The Barrett Terrace facilities are to be owned and operated by Barrett Terrace Housing, LP, or another entity created by the Community Housing Development Corporation of North Richmond, or an affiliate thereof.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the County, the Authority, the State of California or any political subdivision thereof, within the meaning of any

2003193

CALIF. NEWSPAPER SVC.  
BILLING DEPT.  
PO BOX 60460  
LOS ANGELES, CA 90060

**PROOF OF PUBLICATION**

**FILE NO. 2956817**

In the matter of

**Contra Costa Times**

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Contra Costa Times, a newspaper published in the English language in the City of Walnut Creek, County of Contra Costa, State of California.

I declare that the Contra Costa Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated October 22, 1934, Case Number 19764. Said decree states that the Contra Costa Times is adjudged to be a newspaper of general circulation for the City of Walnut Creek, County of Contra Costa and State of California. Said order has not been revoked.

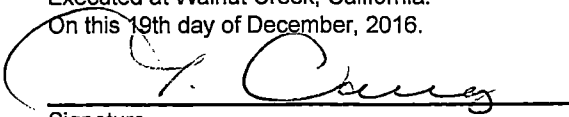
I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**12/19/2016**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.

On this 19th day of December, 2016.



Signature



\* A 0 0 0 0 0 4 3 0 9 0 5 5 \*

constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 9:00 a.m. or as soon thereafter as the matter can be heard, and will be held in the Contra Costa County Department of Conservation and Development, 30 Muir Road, Martinez, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, Kristen Lackey, Community Development Bond Program Manager, Contra Costa County Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553.

Dated: December 19, 2016

12/19/16  
CNS-2856817#  
CONTRA COSTA TIMES  
CCT 5872302  
Dec. 19, 2016

TRANSCRIPT FOR THE TEFRA HEARING


January 3, 2017 9:00 a.m.

This noticed public hearing is required by the federal Tax Equity and Fiscal Responsibility Act (TEFRA), Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The hearing is on the proposed issuance by the California Municipal Finance Authority of its revenue bonds in an amount not to exceed forty one million five hundred thousand dollars (\$41,500,000). Proceeds from the sale of the proposed bonds will be used to provide financing for costs of the acquisition, construction, and improvement of two multifamily housing residential facilities generally known as Barrett Plaza located at 510 Barrett Street in the City of Richmond, California, and Barrett Terrace located at 700 Barrett Avenue in the City of Richmond (the "Projects").

TEFRA requires that a public hearing be held by a governing body of the jurisdiction in which a project to be financed is located, and that the governing body approve the proposed financing solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500. The Projects are within the jurisdiction of the County of Contra Costa. The Contra Costa County Board of Supervisors may consider adoption of a resolution approving the issuance of the bonds on January 17, 2017. Any comments provided at this hearing will be made available to the Board of Supervisors prior to their taking action on January 17<sup>th</sup> or on such later date as the matter may be considered by the Board of Supervisors.

If there are parties present who wish to voice their opinion and provide comments on the proposed financing of the development or the issuance of the bonds, I would ask that they be recognized now by raising their hand. I will then let each person provide any written or oral testimony that they may wish to provide on this matter.

Opened hearing: 9:02  
Speakers present: Ø  
Closed hearing: 9:13

By:   
Kristen Lackey,  
Community Development Bond  
Program Manager,  
County of Contra Costa

Date: January 3, 2017



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 17, 2017

Subject: Recognized Obligation Payment Schedule for July 1, 2017 - June 30, 2018

---

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2017/22 approving an administrative budget for the Successor Agency for the period July 1, 2017 through June 30, 2018 (“Administrative Budget”) and the Recognized Obligation Payment Schedule for the period of July 1, 2017 through June 30, 2018 (“ROPS 17-18”), both of which are attached as Exhibit A and Exhibit B, respectively.
2. FIND that the Administrative Budget and ROPS 17-18 are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
3. DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk and pay the filing fee.

**FISCAL IMPACT:**

None to the General Fund. Since dissolution of the Contra Costa County Redevelopment Agency (the “Dissolved RDA”), tax increment is now deposited in the Redevelopment Property Tax Trust Fund (“RPTTF”), which is administered by the County Auditor-Controller.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/17/2017**  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: January 17, 2017

Contact: Maureen Toms (925)  
674-7878

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

By: , Deputy

cc:



## FISCAL IMPACT: (CONT'D)

Distributions are made semi-annually from the RPTTF by the County Auditor-Controller to the Successor Agency to fund the Successor Agency's administrative budget and Recognized Obligation Payment Schedule. These funds are distinct and separate from other funds used by the Department of Conservation and Development. According to state law, any obligation of the Successor Agency that cannot be funded by the RPTTF would not be an obligation of the County.

## BACKGROUND:

### **Administrative Budget**

According to Health & Safety Code Section 34177 of Assembly Bill x126 (the "Dissolution Act"), the Successor Agency staff prepares a draft administrative budget and submits it to the Oversight Board for approval. Prior to the Oversight Board's approval of the administrative budget, the Board of Supervisors, acting in the capacity as the governing board of the Successor Agency for the Contra Costa County Redevelopment Agency, should review and approve the proposed administrative budget.

The state statute specifies a minimum administrative cost allowance to the Successor Agency for its administrative costs, using a percentage of property tax revenue allocated by the County Auditor-Controller to the Successor Agency to meet enforceable obligations. The County Auditor-Controller calculates the allowance using three percent of the distribution to be received by the Successor Agency from the Redevelopment Property Tax Trust Funds (RPTTF) or \$250,000 for the fiscal year, whichever amount is greater.

The estimate for the Fiscal Year 2017-18 administrative budget is \$285,631, three percent of the Successor Agency's RPTTF distribution, therefore \$142,815 for administrative costs is expected to be distributed in July 2017 and January 2018. Some Successor Agency staff costs are project-related and charged to non-administrative enforceable obligations (e.g. management of construction projects) shown on the Recognized Obligation Payment Schedules (ROPSs). These non-administrative and project management costs are now estimated to contribute \$70,000 in revenue for the administrative budget in ROPS 17-18 period. The administrative budget is attached as Exhibit A.

### **Recognized Obligation Payment Schedule 17-18**

Beginning in Fiscal Year 2013-14, the Department of Finance ("DOF") implemented a new naming convention for ROPS prepared for each six-month spending period. The ROPS for the January 1, 2016 to June 30, 2016 time period is the ninth ROPS prepared by the Successor Agency and is named "ROPS 15-16B" according to the DOF naming convention. This naming convention helps the DOF determine which six-month period of the fiscal year is covered by the ROPS. ROPS 15-16A covered the first half of Fiscal Year 15-16 and ROPS 15-16B covers the second half. Beginning with the fiscal year 16-17 period, the ROPS was prepared annually, due February 1, prior to the beginning of the fiscal year. The distributions for 17-18 will continue to be made semi-annually.

Resolution No. 2017/22 adopts ROPS 17-18, which is included as Exhibit B to this report. After adoption by the Successor Agency, ROPS 17-18 will be submitted to the Oversight Board for approval. The Oversight Board is scheduled to meet on January 24, 2017. As required under Health and Safety Code Section 34179.6, ROPS 17-18 will be submitted to the State Controller's Office, DOF and the County Auditor-Controller, and will be posted on the Successor Agency's website. The DOF must receive ROPS 16-17 no later than February 1, 2017.

Assembly Bill 1484, the Dissolution Act "clean-up" legislation, became law on June 27, 2012. It provides a 45-day review period for the DOF once the Oversight Board has approved the ROPS. Within five days of the DOF decision on a ROPS, a Successor Agency may request a meet and confer with the DOF to discuss any disputed items.

It is noted that ROPS item 63, and associated items 82, 83, and 91, are obligations related to a settlement agreement for ground water contamination from parcels previously owned by the Union Pacific Railroad and later purchased by the Redevelopment Agency for the Iron Horse Trail. Despite a Meet and Confer with the Department of Finance, the obligation was denied. These items are added back onto ROPS 17-18 for another attempt for approval. If the Department of Finance denies these obligations, the obligations would then be the

responsibility of the County, unless court action is initiated and ultimately successful.

**Environmental Review**

The actions set forth in Resolution No. 2017/22 as summarized above, are exempt under Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (the "CEQA") because it can be seen with a certainty that the actions will not have a significant adverse impact on the environment. The actions are required to continue a governmental funding mechanism for financial obligations of the former Redevelopment Agency and to perform the statutorily mandated unwinding of the assets, liabilities, and functions of the Dissolved RDA pursuant to the Dissolution Act. A Notice of Exemption will be filed with the County Clerk in accordance with the CEQA guidelines.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to adopt the resolution would require the Board to consider other options for providing and funding staff support for the Successor Agency. Without approving the Recognized Obligation Payment Schedule for the period July 1, 2017 through June 30, 2018, the County Auditor-Controller would not be able to allocate funds to the Successor Agency for staffing services and payment of recognized obligations during this twelve-month period, and the Successor Agency would risk defaulting on enforceable obligations.

ATTACHMENTS

Resolution No. 2017/22

Administrative Budget FY17-18

ROPS 17-18

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

Adopted this Resolution on 01/17/2017 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2017/22**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE CONTRA COSTA COUNTY REDEVELOPMENT, A SEPARATE LEGAL ENTITY, APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018 ("ROPS 17-18") AND THE ADMINISTRATIVE BUDGET FOR FISCAL YEAR 17-18, AND DIRECTING THE COUNTY ADMINISTRATOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE REQUIREMENTS ASSOCIATED WITH THIS APPROVAL

WHEREAS, pursuant to ABx1 26 as amended by AB 1484 (the "Dissolution Act"), the separate legal entity known as the Successor Agency of the Contra Costa County Redevelopment Agency (the "Successor Agency") must prepare "Recognized Obligation Payment Schedules" ("ROPS") that enumerates the enforceable obligations and expenses of the Successor Agency for each successive fiscal period until the wind down and disposition of assets of the dissolved Contra Costa County Redevelopment Agency (the "Dissolved RDA") has been completed; and

WHEREAS, the Successor Agency staff has prepared a ROPS for the 12-month fiscal period commencing on July 1, 2017 and continuing through June 30, 2018 ("ROPS 17-18"); and

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2017 and continuing through June 30, 2018 ("FY 17-18 Administrative Budget"); and

WHEREAS, the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to Health and Safety Code Sections 34171(b) and 34183(a)(3) in the approximate amount of \$285,631 for the 2017-18 fiscal year of which \$142,815 is expected to be dispersed in July 2017 and \$142,815 will be disbursed in January 2018; and

WHEREAS, under the Dissolution Act, ROPS 17-18 and the FY 17-18 Administrative Budget must be approved by the Successor Agency's oversight board (the "Oversight Board") to enable the Successor Agency to continue to make payments on enforceable obligations and to pay for administrative costs of the Successor Agency; and

WHEREAS, the Board of Supervisors, acting as the Governing Board of the Successor Agency, has considered and desires to approve the following documents, copies of which are on file with the Clerk of the Board of Supervisors (acting on behalf of the Successor Agency): 1. The ROPS 17-18; and 2. The FY 17-18 Administrative Budget; and

WHEREAS, the ROPS 17-18 and the FY 17-18 Administrative Budget will be submitted by the Successor Agency to the Oversight Board for the Oversight Board's approval in accordance with Health and Safety Code Sections 34177 and 34180(g); and

WHEREAS, the ROPS 17-18 and the FY 17-18 Administrative Budget will also be submitted by the Successor Agency to the Contra Costa County Administrative Officer, the Contra Costa County Auditor-Controller, and the State Department of Finance in accordance with Health and Safety Code Section 34179.6; and

WHEREAS, approval of the ROPS 17-18 and the FY 17-18 Administrative Budget is exempt from the requirements of the California Environmental Quality Act and the applicable state and local implementing guidelines ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3); and

WHEREAS, the accompanying staff report provides supporting information upon which the actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, acting as the Governing Board of the Successor Agency and in accordance with the Dissolution Act, hereby finds, resolves, and determines that the foregoing recitals are true and

correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below; and

BE IT FURTHER RESOLVED that the Board of Supervisors finds and determines that its approval of the ROPS 17-18 and the FY 17-18 Administrative Budget is exempt from the requirements of CEQA, and the Successor Agency Executive Director, or the Executive Director's designee, is authorized to file the appropriate notice of exemption with respect to the approval of the ROPS 17-18 and the FY 17-18 Administrative Budget in accordance with CEQA; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the ROPS 17-18 and the FY 17-18 Administrative Budget, in the respective forms on file with the Clerk of the Board of Supervisors (acting on behalf of the Successor Agency); and

BE IT FURTHER RESOLVED that the Successor Agency is authorized and directed to enter into any agreements and amendments to agreements consistent with the Dissolution Act and necessary to memorialize and implement the agreements and obligations in ROPS 17-18 and the FY 17-18 Administrative Budget as herein approved by the Successor Agency; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes and directs the Successor Agency staff, acting on behalf of the Successor Agency, to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with the approval of the ROPS 17-18 and the FY 17-18 Administrative Budget, and to take any other actions necessary to ensure the validity of the ROPS and the validity of any enforceable obligation listed thereon and the validity of the Administrative Budget and corresponding Administrative Cost Allowance. In addition, the Board of Supervisors authorizes and directs the Successor Agency staff to make such non-substantive revisions to ROPS 17-18 as may be necessary to submit ROPS 17-18 in any modified form required by the DOF, and ROPS 17-18 as so modified shall thereupon constitute ROPS 17-18 as approved by the Board of Supervisors pursuant to this Resolution; and

BE IT FURTHER RESOLVED that nothing in this Resolution shall abrogate, waive, impair or in any other manner affect the right or ability of the County, as a political subdivision of the State of California, or the Successor Agency, as a separate legal entity, to initiate and prosecute any litigation with respect to any agreement or other arrangement of the Dissolved RDA, including, without limitation, any litigation contesting the purported invalidity of such agreement or arrangement pursuant to the Dissolution Act; and

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h)

I hereby certify that this is 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 17, 2017**

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

**Contact: Maureen Toms (925) 674-7878**

By: , Deputy

**cc:**

## EXHIBIT A- Administrative Budget

1/9/2017

	line	17-18A	17-18B	Total
<b>Admin/Non Admin Staff Expenses</b>				
Space Rent		\$16,200	\$16,200	\$32,400
Salary/Overhead		55,500	55,500	\$111,000
Various Admin Expenses		\$106,116	\$106,116	\$212,231
TOTAL ADMIN EXPENSES		\$177,816	\$177,816	\$355,631
<b>Revenue</b>				
Administrative Cost Allowance	94	\$142,815	\$142,815	\$285,631
EO (Non Admin + Project Mgmt)		\$35,000	\$35,000	\$70,000
TOTAL ADMIN REVENUES		\$177,815	\$177,815	\$355,631
<b>SURPLUS/(DEFICIT)</b>				
		\$0	\$0	\$0
<b>Project Management Enforceable Obligations</b>				
Transit Village Project Management	89	\$15,000	\$15,000	\$30,000
IH Remediation Project Management	105	\$20,000	\$20,000	\$40,000
		\$35,000	\$35,000	\$70,000

## Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency:

Contra Costa County

County:

Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 889,839</b>	<b>\$ 889,839</b>	<b>\$ 1,779,678</b>
B Bond Proceeds	528,143	528,143	1,056,286
C Reserve Balance	361,696	361,696	723,392
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 5,287,035</b>	<b>\$ 4,519,620</b>	<b>\$ 9,806,655</b>
F RPTTF	5,144,220	4,376,804	9,521,024
G Administrative RPTTF	142,815	142,816	285,631
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 6,176,874</b>	<b>\$ 5,409,459</b>	<b>\$ 11,586,333</b>

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name	Title
/s/	Date
Signature	Date

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail**

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	17-18A (July - December)					Q	17-18B (January - June)					W
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total					17-18A Total					17-18B Total		
								\$ 209,859,781		\$11,586,333	\$528,143	\$ 361,696	\$ -	\$ 5,144,220	\$142,815	\$ 6,176,874	\$ 528,143	\$ 361,696	\$ -	\$ 4,376,804	\$ 142,816	\$ 5,409,459
4	1:9 Youth Homes	OPA/DDA/Const	6/25/2008	12/29/2028	Contra	Relocation			Y													
10	2:3 Placemaking Transit Village	OPA/DDA/Const	12/19/2005	7/10/2026	Avalon Bay	Placemaking improvements (e.g., parks, etc.)	C	1,056,286	N	\$ 1,056,286	528,143					\$ 528,143	528,143					\$ 528,143
14	2:8 Re-authorized Contract for Capital Imprv	Improvement/Infra	4/18/2012	7/10/2026	Contra Costa County	CCC Infrastructure improvements	C		N	\$ -						\$ -						\$ -
28	3:29 Property holding costs	Property Maintenance	7/10/1984	6/30/2016	CCC Public Works	Property maintenance			Y													
46	5:24 Placemaking Transit Village	OPA/DDA/Const	12/19/2005	7/10/2026	Avalon Bay	Placemaking improvements (i.e. parks, etc.)	C	723,395	N	\$ 723,392		361,696				\$ 361,696		361,696				\$ 361,696
54	7:1 1999 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	4/20/1999	8/1/2028	US Bank NA	Bonds issue to fund non-housing projects. Put note bal as of 2/1/14	C/BP/NR/R	9,959,736	N	\$ 829,370				655,706		\$ 655,706					173,664.00	\$ 173,664
55	7:2 1999 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	4/20/1999	8/1/2028	US Bank NA	Bonds issue to fund housing projects. Put note bal as of 2/1/14	C/BP/NR/R	104,063	N	\$ 8,009				6,569		\$ 6,569					1,440.00	\$ 1,440
56	7:3 2003A Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	8/22/2003	8/1/2033	US Bank NA	Bonds issue to fund non-housing projects.	C	9,286,530	N	\$ 497,023				346,124		\$ 346,124					150,899.00	\$ 150,899
57	7:4 2007A/AT/B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/30/2007	8/1/2037	US Bank NA	Bonds issue to fund non-housing projects.	ALL	105,182,333	N	\$ 4,871,412				3,312,892		\$ 3,312,892					1,558,520.00	\$ 1,558,520
58	7:5 2007A/AT/B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/30/2007	8/1/2037	US Bank NA	Bonds issue to fund housing projects.	ALL	22,795,671	N	\$ 946,226				593,926		\$ 593,926					352,300.00	\$ 352,300
60	7:7 Bond-License agreement	Professional Services	3/31/2006	3/31/2038	DAC	Document repository for bond issues	ALL	56,700	N	\$ 6,000				3,000		\$ 3,000					3,000	\$ 3,000
61	7:8 Bond-Treasurer fees	Fees	7/10/1984	8/1/2037	CCC Treasurer	Cash management for bond issues	ALL	12,000	N	\$ 1,200				600		\$ 600					600	\$ 600
63	7:11 Hookston Station Remediation	Litigation	11/5/1997	8/1/2037	Bank Of Amer, Trustee	Remediation of hazardous material	C	1,184,195	N	\$ 101,805				50,903		\$ 50,903					50,902	\$ 50,902
68	7:16 Trustee fees	Fees	4/20/1999	8/1/2018	US Bank	Annual administration fees 99TAB	C/BP/NR/R	56,000	N	\$ 7,000				3,500		\$ 3,500					3,500	\$ 3,500
69	7:17 Trustee fees	Fees	8/22/2003	8/1/2033	US Bank	Annual administration fees 03ATAB	C/BP/NR/R	64,000	N	\$ 8,000				4,000		\$ 4,000					4,000	\$ 4,000

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail**

**July 1, 2017 through June 30, 2018**

**(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I	J	K	17-18A (July - December)					Q	17-18B (January - June)					W	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total	17-18A Total	17-18B Total											
71	7:19 Trustee fees	Fees	5/30/2007	8/1/2037	US Bank	Annual administration fees 07TAB	ALL	110,000	N	\$ 11,000				5,500		\$ 5,500				5,500		\$ 5,500	
76	7:24 Financial Assistance	OPA/DDA/Construction	5/23/1989	5/1/2017	Park Regency	Agency assistance	C	550,000	N	\$ 550,000				-		\$ -				550,000		\$ 550,000	
77	7:25 Financial Assistance	OPA/DDA/Construction	11/1/1998	11/1/2053	Bridge Housing	Agency assistance	C	3,600,000	N	\$ 100,000				100,000		\$ 100,000						\$ -	
78	7:26 Financial Assistance	OPA/DDA/Construction	12/19/2005	5/1/2036	Avalon Bay	Agency assistance	C	23,900,616	N	\$ 1,327,812				-		\$ -				1,327,812		\$ 1,327,812	
82	8:19 IH Trail/Hookston Stn Remediatn	Litigation	8/15/2012	12/31/2017	Goldfarb Lipman	Remediation of IH corridor parcels	C	45,067	N	101,805				5,000		5,000				5,000		5,000	
83	8:20 IH Trail/Hookston Stn Remediatn	Litigation	8/15/2012	5/1/2064	Contra Costa County	Remediation of IH corridor parcels	C	24,120	N	4,000				2,000		2,000				2,000		2,000	
88	8:25 Transit Village	OPA/DDA/Construction	8/15/2012	12/31/2017	Goldfarb & Lipman	Transit Village implementation	C	120,000	N	\$ 12,000				6,000		\$ 6,000				6,000		\$ 6,000	
89	8:26 Transit Village	OPA/DDA/Construction	8/15/2012	5/1/2019	Contra Costa County	Payroll for employees Project management costs.	C	60,000	N	\$ 30,000				15,000		\$ 15,000				15,000		\$ 15,000	
91	8:28 Hookston Station Remediation	Litigation	1/23/2012	6/15/2017	Ensafe	Administrator of haz-mat remediation fund.	C	23,333	N	10,000				5,000		5,000				5,000		5,000	
94	6:0 Administrative Allowance	Admin Costs	7/1/2016	5/1/2064	Contra Costa County	Administrative Allowance ROPS 2016-17	ALL	5,250,000	N	\$ 285,631						142,815	\$ 142,815					142,815	\$ 142,815
104	10:02 Iron Horse (IH) Corridor Remediation and property management	Property Maintenance	7/1/2013	5/1/2064	Contra Costa County	Direct costs for IH Corridor properties, including maintenance, and remediation.		525,000	N	\$ 25,000				-		\$ -				25,000		\$ 25,000	
105	10:03 IH Corridor Remediation and property management	Property Maintenance	7/1/2013	5/1/2064	Contra Costa County	Management of IH Corridor properties, coordinating maintenance, remediation, and preparation of property		1,880,000	N	\$ 40,000				20,000		\$ 20,000				20,000		\$ 20,000	
108	10:06 Litigation Costs for Defaulted Loans	Litigation	6/30/2011	7/10/2031	CCC Counsel	Litigation costs to collect on default SA outstanding notes receivables (from Vallero, Keefe).	ALL		Y	\$ -						\$ -						\$ -	



**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail**

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	17-18A (July - December)					Q	17-18B (January - June)					W	
											Fund Sources						Fund Sources						
											L	M	N	O	P		R	S	T	U	V		
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18B Total	
109	10:07 Bond Arbitrage Rebate Reporting Compliance	Fees	7/1/2011	6/30/2017	BLX Group LLC	Arbitrage Rebate Compliance Services	ALL	7,000	N	\$ 7,000				3,500		\$ 3,500					3,500		\$ 3,500
110	10:08 Disclosure Statements Reporting Compliance	Fees	4/20/1999	3/1/2038	Fraser & Associates/Schiff Harden	Disclosure Statements Compliance Services	ALL	105,000	N	\$ 10,000				5,000		\$ 5,000					5,000		\$ 5,000
125	Financial Assistance-Escrow	OPA/DDA/Construction	12/19/2005	5/1/2036	Banking/Escrow Fund TBD	Related to #78, but the escrow payee portion		23,178,736	N	\$ 108,167						\$ -					\$108,167		\$ 108,167
126									N	\$ -						\$ -							\$ -
127									N	\$ -						\$ -							\$ -
128									N	\$ -						\$ -							\$ -
129									N	\$ -						\$ -							\$ -
130									N	\$ -						\$ -							\$ -
131									N	\$ -						\$ -							\$ -
132									N	\$ -						\$ -							\$ -
133									N	\$ -						\$ -							\$ -
134									N	\$ -						\$ -							\$ -
135									N	\$ -						\$ -							\$ -
136									N	\$ -						\$ -							\$ -
137									N	\$ -						\$ -							\$ -
138									N	\$ -						\$ -							\$ -
139									N	\$ -						\$ -							\$ -
140									N	\$ -						\$ -							\$ -
141									N	\$ -						\$ -							\$ -
142									N	\$ -						\$ -							\$ -
143									N	\$ -						\$ -							\$ -
144									N	\$ -						\$ -							\$ -
145									N	\$ -						\$ -							\$ -
146									N	\$ -						\$ -							\$ -
147									N	\$ -						\$ -							\$ -
148									N	\$ -						\$ -							\$ -
149									N	\$ -						\$ -							\$ -
150									N	\$ -						\$ -							\$ -
151									N	\$ -						\$ -							\$ -
152									N	\$ -						\$ -							\$ -
153									N	\$ -						\$ -							\$ -
154									N	\$ -						\$ -							\$ -
155									N	\$ -						\$ -							\$ -
156									N	\$ -						\$ -							\$ -
157									N	\$ -						\$ -							\$ -
158									N	\$ -						\$ -							\$ -
159									N	\$ -						\$ -							\$ -
160									N	\$ -						\$ -							\$ -
161									N	\$ -						\$ -							\$ -
162									N	\$ -						\$ -							\$ -
163									N	\$ -						\$ -							\$ -
164									N	\$ -						\$ -							\$ -
165									N	\$ -						\$ -							\$ -
166									N	\$ -						\$ -							\$ -

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail**

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total	17-18A (July - December)					17-18A Total	17-18B (January - June)					17-18B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
167								N		\$ -						\$ -							\$ -
168								N		\$ -						\$ -							\$ -
169								N		\$ -						\$ -							\$ -
170								N		\$ -						\$ -							\$ -
171								N		\$ -						\$ -							\$ -
172								N		\$ -						\$ -							\$ -
173								N		\$ -						\$ -							\$ -
174								N		\$ -						\$ -							\$ -
175								N		\$ -						\$ -							\$ -

G:\CDBG-REDEV\Successor Agency\Budget\ROPS\ROPS Worksheets before final\1-ROPS 17-18 (1 yr)\  
 #4 Draft - Contra Costa County\_ROPS17-18.xlsx  
 ROPS Detail

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E	F	G	H	I	
		<b>Fund Sources</b>							
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>		
	<b>Cash Balance Information by ROPS Period</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>	
<b>ROPS 15-16B Actuals (01/01/16 - 06/30/16)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/16)</b>	3,910,268		1,040,547	938,906	16	885,029	RPTTF Unspent Balances for ROPS:(13-14A) = \$784,148 + (14-15B) \$49,388+\$51,493(15-16A) TOTAL: \$885,029	
2	<b>Revenue/Income (Actual 06/30/16)</b> RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during June 2016	3,566,700				8	5,069,683	AMOUNT DISTRIBUTED AS RPTTF FOR ROPS 15-16B	
3	<b>Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)</b>	2,977,745		99,303	938,906		4,769,196	Actual Expenditures for ROPS 15-16B as of 6/30/2016 (CY)	
4	<b>Retention of Available Cash Balance (Actual 06/30/16)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,362,296					50,000	\$50,000 = Retention of ROPS 7:25 Financial Assistance included as actual expenditures per DOF instruction.	
5	<b>ROPS 15-16B RPTTF Balances Remaining</b>	No entry required							
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 1,136,927	\$ -	\$ 941,244	\$ -	\$ 24	\$ 1,135,516	\$784,148 + \$51,493 (15-16A) + \$299,875 (15-16B)= \$1,135,517	

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

Item #	Notes/Comments
10	<p>2:3 Placemaking Transit Village: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 17-18. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31, 2016, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 17-18 A &amp; B periods. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.</p> <p>Bonds/Reserve Balances requested/posted under the columns L &amp; M "ROPS 17-18A" may continue to be carried forward to ROPS 17-18B period.</p>
14	<p>2:8 CCC Infrastructure Improvements: RETIRED.</p>
46	<p>5:24 Placemaking Transit Village (AvalonBay). All anticipated funding for this item was previously shown on a previously approved Recognized Obligation Payment Schedule (ROPS). No additional funding is requested in connection with this ROPS 17-18 A&amp;B periods. The amount being requested is <b>\$361,645</b>. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31, 2016, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item may actually be carried forward as Reserve and to be spent during some or all the months of this ROPS 17-18 A&amp;B periods.. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.</p> <p>Bonds/Reserve Balances requested/posted under the columns L &amp; M "ROPS 17-18A" may continue to be carried forward to ROPS 17-18B period.</p>
54	<p>7:1 1999 Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per Debt Service Schedule for ROPS17-18 A&amp;B. Calculation for ROPS 17-18A was Principal plus Interest due to bondholders August 1, 2017. For ROPS 17-18B the amount due to bondholders (Interest) for February 2018 is requested.</p>
55	<p>7:2 1999 Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per Debt Service Schedule for ROPS17-18 A&amp;B. Calculation for ROPS 17-18A was Principal plus Interest due to bondholders August 1, 2017. For ROPS 17-18B the amount due to bondholders (Interest) for February 2018 is requested.</p>
56	<p>7:3 2003 A Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per Debt Service Schedule for ROPS17-18 A&amp;B. Calculation for ROPS 17-18A was Principal plus Interest due to bondholders August 1, 2017. For ROPS 17-18B, the amount due to bondholders (Interest) for February 2018 is requested.</p>
57	<p>7:4 2007 A/AT/B Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per Debt Service Schedule for ROPS17-18 A&amp;B. Calculation for ROPS 17-18A was Principal plus Interest due to bondholders August 1, 2017. For ROPS 17-18B, the amount due to bondholders (Interest) for February 2018 is requested.</p>
58	<p>7:5 2007 A/AT/B Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per Debt Service Schedule for ROPS17-18 A&amp;B. Calculation for ROPS 17-18A was Principal plus Interest due to bondholders August 1, 2017. For ROPS 17-18B, the amount due to bondholders (Interest) for February 2018 is requested.</p>

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

Item #	Notes/Comments
59	<b>7:6 Montalvin Manor Project Start Up Loan. Retired.</b>
60	7:7 Bond-License agreement: Anticipated expenditures for this item for ROPS 17-18 is \$3,000. By this note, it is indicated that some of the funds requested for this item in the ROPS 17-18A may actually be carried forward and spent during some or all the months of ROPS 17-18 period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.
61	7:7 Bond-License agreement: Anticipated expenditures for this item for ROPS 17-18 is \$580. By this note, it is indicated that some of the funds requested for this item in the ROPS 17-18A period may actually be carried forward and spent during some or all the months of ROPS 17-18 period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.
63	<b>7:11 Hookston Station Remediation. This item, previously approved was deined with ROPS 17-18. It is again request for the ROPS 17-18 and beyond. Additional support documents is available.</b>
65	7:13 Fiscal Agreement: RETIRED.
68	7:16 Trustee fees: Column K (ROPS 17-18 Total) should read \$3,500.
69	7:17 Trustee fees: Column K (ROPS 17-18 Total) should read \$3,500.
71	7:19 Trustee fees: Column K (ROPS 17-18 Total) should read \$6,500
76	7:24 Financial Assistance. RPTTF funding is requested to pay the obligation in ROPS17-18B period.
77	7:25 Financial Assistance for BRIDGE Housing: Full annual payment amount of \$100,000 in RPTTF funds is requested. Payment is made during ROPS 17-18A period.
78	7:26 Financial Assistance for Avalon Bay- \$1,327,812. For ROPS 17-18, the full amount is requested in ROPS 17-18B Period.
82	<b>Hookston Station Remediation. This item, previously approved was deined with ROPS 17-18. It is again request for the ROPS 17-18 and beyond. Additional support documents is available.</b>
83	<b>Hookston Station Remediation. This item, previously approved was deined with ROPS 17-18. It is again request for the ROPS 17-18 and beyond. Additional support documents is available.</b>
88	8:25 Transit Village. Anticipated funding for this item for ROPS 17-18 is \$5,600 in RPTTF funds. Some of the funds designated for this item may actually be carried forward and spent during some or all the months of this ROPS 17-18 A&B periods. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.
89	8:26 Transit Village. RPTTF funding is requested for ROPS 17-18 A&B period.
91	<b>Hookston Station Remediation. This item, previously approved was denied with ROPS 17-18. It is again request for the ROPS 17-18 and beyond. Additional support documents is available.</b>
94	6:0 Adminstrative Allowance
104	10:02 Iron Horse Corridor Remediation and Property Management: Funding requested under RPPTF is \$25,000.
105	10:03 IH Corridor Remediation and Property Management: Staff costs for management of property

**Contra Costa County Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

Item #	Notes/Comments
108	10:06 Litigation Costs for Defaulted Loans: Litigation costs to collect on default Successor Agency outstanding notes receivable (from Valero and Keefe). Column K (ROPS 17-18 Total) should read \$5,000. Collected funds will be used to pay enforceable obligations or distributed to taxing entities. However, not all of the funds approved may be used due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 17-18 period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2017.